

May 21, 2013
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Cecil Aska
Vice Mayor Pat Landes
Commissioner Mick McCallister
Commissioner Jim Sands
Commissioner Michael Ryan
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

- a. Moment of silence
- b. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

- a. Consideration of Appropriation Ordinance A-10 dated April, 30-May 13, 2013 in the amount of \$369,172.50.
- b. Consideration of the City Commission minutes for May 7, 2013, Special City Commission meeting for May 1, 2013, and City Commission Work Session minutes for May 4, 2013.
- c. Consideration of Resolution R-2723, adoption of bylaws and appointment of member representative to Midwest Public Risk (MPR).
- d. Consideration and approval of request to block off parking space at 722 1/2 N. Washington for a Knights Templar's BBQ on May 27, 2013.
- e. The consideration and approval of the noise waiver, animal ordinance waiver, Resident, Transient, and Itinerant and Peddler waiver, authorization to discharge fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-6, 2013 in Heritage Park.
- f. The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 6, 2013.

- [g.](#) The consideration and approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W 5th St.
- [h.](#) The consideration and approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W 12th St.
- [i.](#) The consideration and approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W 7th St.

4. SPECIAL PRESENTATIONS:

- [a.](#) Presentation of the 2013 Relay for Life Proclamation.

5. NEW BUSINESS:

- [a.](#) Consideration to refinance City debt Series 2013A.
- [b.](#) Consideration and approval of a 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck.
- [c.](#) Discussion about the city's future Microsoft software acquisition procedures and policies.
- [d.](#) The consideration and approval to Solicit Bids for the demolition of the property at 508 W 10th St, being a condemned structure.
- [e.](#) Consideration of the request of Ray Heinrichs, owner, for a Special Use Permit to establish a Restaurant and Catering Facility at property zoned "IL" Light Industrial at 904 Price Street, Junction City, Kansas.
- [f.](#) Consideration and Approval of a Contract Amendment for the 2013 Street Maintenance program - Concrete Patch.
- [g.](#) Consideration and approval of a Kansas Department of Transportation, Grant for an Airport Fuel Containment Facility at Freeman Field Airport.
- [h.](#) Consideration of approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.
- [i.](#) Consideration and selection of City Manager recruitment services.

6. COMMISSIONER COMMENTS:

7. STAFF COMMENTS:

8. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-10 dated April, 30-May 13, 2013 in the amount of \$369,172.50.

City of Junction City

City Commission

Agenda Memo

May 21st 2013

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-10 dated- Apr 30-May 13 2013 in the amount of \$ 369,172.50

Background: Attached is listing of the Appropriations for ----Apr 30-May 13 2013

Appropriations —Apr 30 –May 13 2013 \$369,172.50

EFT Payments

Veolia \$249,316.44

Cardinal Insurance \$2,668.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOUR	5/03/13	MACSS #41061331/ CV103-753	203.77
		INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	26,853.76
			5/03/13	SOCIAL SECURITY WITHHOLDIN	5,444.61
			5/03/13	MEDICARE WITHHOLDING	3,469.38
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	3,352.52
		JUNCTION CITY FIREFIGHTERS AID ASSOCIA	5/03/13	FIREFIGHTERS AID ASSOCIATI	115.00
		JAN HAMILTON, CH.13 TRUSTEE-	5/03/13	GREG MARSH 12-41834	575.00
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	KS ABC CMB LICENSE	50.00
			5/09/13	NALC HEALTH-AMBULANCE REFU	80.55
			5/09/13	BANKERS LIFE AMBULANCE REF	70.03
		KANSAS PAYMENT CENTER	5/03/13	GARNISHMENT	1,019.77
			5/03/13	GARNISHMENT	290.77
			5/03/13	KANSAS PAYMENT CENTER	837.86
		W H GRIFFIN, TRUSTEE	5/03/13	C GEORGE 12-22755-13	667.39
		FIREMEN'S RELIEF ASSOCIATION	5/03/13	FIREMANS RELIEF	204.24
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	5/03/13	I.A.F.F. LOCAL 3309	966.00
		JUNCTION CITY POLICE	5/03/13	JCPOA	750.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	8,650.33
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	1,685.23
			5/03/13	KP&F	11,926.65
			5/03/13	KPERS #2	2,346.94
		KANSAS STATE BANK	5/03/13	FLEX SPENDING-1074334	1,795.61
		PRE-PAID LEGAL SERVICES,	5/03/13	PREPAID LEGAL	243.04
		ROLLING MEADOWS GOLF COURSE	5/03/13	ROLLING MEADOWS GOLF COURS	20.83
		KANSAS STATE TREASURER	5/01/13	REINSTATEMENT FEES	1,743.00
			5/01/13	JUDICIAL EDUCATION FEES	137.50
			5/01/13	LAW ENFORCEMENT FEES	5,478.00
			5/01/13	COMMUNITY CORRECTIONS	1,250.00
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/03/13	UNITED WAY	201.64_
				TOTAL:	80,429.42
GENERAL FUND	GENERAL FUND	COLLECTION BUREAU OF KANSAS INC	5/13/13	APRIL 2013-COLLECTIONS(WAT	172.73
		ALPHA KAPPA ALPHA	5/09/13	DEP REFUND-GYM-2013	100.00_
				TOTAL:	272.73
INFORMATION TECHNOLOGY GENERAL FUND		CENTURYLINK COMMUNICATION, INC.	5/02/13	INFORMATION SYSTEMS	14.27
		VERIZON WIRELESS	4/12/13	IS Director	61.62
			5/10/13	GVP CELL APRIL 2013	80.02
		CDW GOVERNMENT INC	5/07/13	Laptop - Windows 8	1,918.58
		COX BUSINESS SERVICES	5/01/13	Metro E - Municipal Buildi	1,290.00
			5/01/13	Phone Lines - Cox	36.06
			5/01/13	Fire Union - FS2 Internet	47.95
			5/01/13	Channel 3 Digital Music	34.73
		INCODE	5/01/13	Web Publishing Fees	200.00_
				TOTAL:	3,683.23
ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	556.61
			5/03/13	MEDICARE WITHHOLDING	130.17
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	384.62
		CENTURYLINK COMMUNICATION, INC.	5/02/13	ADMINISTRATION	176.09
			5/02/13	ADMINISTRATIVE SERVICES	14.27
		VERIZON WIRELESS	4/25/13	210-7021=CITY CLERK	51.62
			4/25/13	223-7779=CITY MANAGER	61.62
			4/25/13	210-5380-HR DIRECTOR	51.62
			4/25/13	307-2150-CITY MANAGER MIFI	40.01
			4/25/13	323-7174-CITY ATTORNEY	51.62

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	GE CO EXT OFFICE- WALK KS	266.00
			5/09/13	GE CO EXT OFFICE WALK KS	10.00
			5/09/13	GE CO EXT OFF WALK KS	7.00
			5/09/13	CCMFOA DUES FICKEN 2013	75.00
			5/09/13	BARGAIN BARRELL CHAIRS/TAB	175.00
		AGENDAPAL CORPORATION	5/17/13	AGENDAPAL	449.00
		MIZE & HOUSER COMPANY	4/30/13	MIZE & HOUSER COMPANY	1,675.00
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	138.82
		BERNSTEIN, JOHN	5/13/13	GOLF LESSONS-WELLNESS SPNS	195.00
		BRUCE V JOHNSON	5/08/13	BRUCE V JOHNSON	2,000.00
		KANSAS GAS SERVICE	5/13/13	700 N JEFFERSON-APR 2013	431.40
			5/13/13	701 N JEFFERSON-EDC	97.20
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	44.67
		WESTAR ENERGY	5/06/13	617 N WASHINGTON	21.95
			5/06/13	700 N JEFFERSON	1,748.08
			5/06/13	MUNICIPAL BLDG-POLE LIGHT	19.01
			5/06/13	701 N JEFFERSON-EDC	128.17
			5/06/13	902 E CHESTNUT-SHH	347.39
			5/06/13	2718 INDUSTRIAL-VENTRIA	4,240.38
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	281.66
			5/03/13	KPERS #2	454.58
		TMHC SERVICES, INC.	4/30/13	TMHC SERVICES, INC.	360.00
			4/30/13	TMHC SERVICES, INC.	78.75
		MONTGOMERY COMMUNICATIONS INC	5/13/13	1ST QTR REPT 2013	94.52
		NEX-TECH	4/30/13	Main Phone Sys On Site Rep	307.60
			5/13/13	EDC	0.00
		COURTYARD BY MARRIOTT	5/07/13	COMMISSION ORIENTATION	231.19
		PAWNEE MENTAL HEALTH	5/01/13	CONTRACT 5-2013 TO 5-2014	420.00_
				TOTAL:	15,815.62
BUILDING MAINTENANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	197.65
			5/03/13	MEDICARE WITHHOLDING	46.23
		VERIZON WIRELESS	4/23/13	CHUCK WRIGHT	51.62
			4/23/13	785-210-9199 MAINT BUILDIN	32.02
		DAVE'S ELECTRIC, INC.	5/03/13	Employee Breakroom Rewire	490.39
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	24.00
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #2	267.29
		THERMAL COMFORT AIR, INC	4/30/13	WIRING HARNESS/ROLL OUT SW	532.86
			5/07/13	JCFD RTU UNITS, ESTIMATES	240.00_
				TOTAL:	1,882.06
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	641.94
			5/03/13	MEDICARE WITHHOLDING	150.13
		VERIZON WIRELESS	4/23/13	209-0933=PARKS WORKER	0.00
			4/23/13	209-1306=PARKS WORKER	0.00
			4/23/13	210-7130=PARKS WORKER	32.02
			4/23/13	210-7131=PARKS/REC DIRECTO	51.62
			4/23/13	223-1324=PARKS WORKER	32.25
			4/23/13	307-8579=MIFI	40.01
			4/23/13	785-761-6414 PARKS WORKER	32.02
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	R&W SMALL ENGINE-REP CHAIN	220.00
		C & M LAWN SERVICES	5/06/13	C & M LAWN SERVICES	2,949.30
			4/29/13	4/21/13 - 4/27/13 MOWING	706.65
		TRUGREEN	5/13/13	PRE EMERG/WEED FERT 4/25 (1,784.00
			5/13/13	PRE EMERG/WEED FERT 2/25 (4,102.27
		CONCORDIA TRACTOR	4/01/13	STARTER MOTOR FOR GATOR	302.74

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/01/13	CUT EDGE SNOW BLADE/GATOR	291.85
		COX BUSINESS SERVICES	5/01/13	WUPD - Metro E	182.50
			5/01/13	WUPD - Telephone	81.58
		MIKE WARREN	5/06/13	GAME CXD DUE TO WEATHER	170.00
		GCA SERVICES	5/06/13	EVENT CANCELLED-DUE TO WEA	30.00
		DAVE'S ELECTRIC, INC.	5/13/13	RIVER WALK POND	52.00
			5/01/13	BEER GARDEN/LABOR	494.00
			5/01/13	BEER GARDEN	9.29
		KANSAS GAS SERVICE	5/13/13	2307 N JACKSON	574.63
			5/13/13	1017 1/2 W 5TH ST	29.95
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	49.10
		WESTAR ENERGY	5/06/13	2307 N JACKSON-POLE LIGHTS	269.16
			5/06/13	1021 GRANT-FEMA LAND	27.04
			5/06/13	100 GRANT-WASH-MONT PLAZA	81.77
			5/06/13	CORONADO PARK BATHROOMS	24.66
			5/06/13	CORONADO PARK LIGHTS	14.98
			5/06/13	CORONADO PARK TENNIS LIGHT	19.95
			5/06/13	RIMROCK PARK LIGHTS	106.18
			5/06/13	RIMROCK PARK LIGHTS	291.92
			5/06/13	NORTH PARK LIGHTS	27.30
			5/06/13	NORTH PARK LIGHTS	131.74
			5/06/13	SOUTH PARK LIGHTS	88.23
			5/06/13	SOUTH PARK LIGHTS	74.94
			5/06/13	SOUTH PARK BATHROOM	19.95
			5/06/13	FILBY PARK LIGHTS	70.18
			5/06/13	14TH&CUSTER-FILBY BATHROOM	19.95
			5/06/13	5TH ST PARK-TENNIS	121.84
			5/06/13	5TH&WASHINGTON-HERITAGE	468.58
			5/06/13	5TH ST PARK LIGHT POLES	192.63
			5/06/13	5TH ST PARK LIGHT POLES	163.74
			5/06/13	420 GRANT-BRAMLAGE	102.10
			5/06/13	SERTOMA PARK LIGHTS	19.95
			5/06/13	CLEARY PARK LIGHTS	390.05
			5/06/13	CLEARY PLAYGROUND LIGHTS	26.53
			5/06/13	CLEARY PARK BATHROOM	19.95
			5/06/13	1020 W 11TH 1/2-CLEARY BLD	63.96
			5/06/13	RATHERT FIELD LIGHTS	51.28
			5/06/13	RATHERT FIELD	394.31
			5/06/13	RATHERT FIELD LIGHTS	109.24
			5/06/13	1200 N FRANKLIN ST	65.90
			5/06/13	200 N EISENHOWER-SIGN	19.95
			5/06/13	PAWNEE PARK LIGHT	26.53
			5/06/13	NORTH PARK-CONCESION	196.35
			5/06/13	302 W 18TH-BUFFALO SOLDIER	294.72
			5/06/13	2301 SVR-PLANTERS	19.00
			5/06/13	930 E GUNNER-PATH LIGHT	87.96
			5/06/13	920 E GUNNER-PATH LIGHT	76.68
			5/06/13	145 E ASH-RIVER WALK	191.26
			5/06/13	1821 CAROLINE AVE-BLUFFS	28.79
			5/06/13	900 W 12TH-PARK LIGHT	19.95
			5/06/13	5TH & EISENHOWER-SIGN	85.82
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	515.73
			5/03/13	KPERS #2	194.46
		NEX-TECH	5/13/13	PARKS	0.00
		RC HOBBIES	4/30/13	SAFETY STICKERS/TRUCKS	68.40
		SAM'S CLUB	5/13/13	APRIL 2013-USAGE(SAM'S CLU	606.58

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WIZARD'S ELECTRONIC SVC	4/24/13	CK SOUND SYS @RATHERT	87.50
		CARY COMPANY	4/25/13	TOILET TISSUE/PPR TOWELS/D	200.95
			5/13/13	TOILET PAPER/FOLD TOWELS	201.90_
				TOTAL:	19,390.39
SWIMMING POOL	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	14.34
			5/03/13	MEDICARE WITHHOLDING	3.35
		YMCA	5/13/13	LIFEGUARD CLASS-04/11-04/1	600.00
			5/13/13	LIFEGUARD CLASS-04/24-05/0	400.00
			5/13/13	POCKET MASKS	8.90
		COX BUSINESS SERVICES	5/01/13	Pool - Internet Connection	47.95
			5/01/13	Pool - Phone	30.68
		SECURITY SOLUTIONS INC	5/13/13	ALARM CITY POOL-1017 W 5TH	15.00
		KANSAS GAS SERVICE	5/13/13	1017 W 5TH	29.95
		WESTAR ENERGY	5/06/13	5TH ST POOL	42.79_
				TOTAL:	1,192.96
AIRPORT	GENERAL FUND	COX BUSINESS SERVICES	5/01/13	Airport - Internet Connect	47.95
		F & R SERVICES	5/10/13	14TH ST-OPPOSITE RATHERT F	26.25
			5/10/13	AIRPORT/JACKSON ST ROW-ALL	1,039.50
			5/10/13	14TH ST TRAILER COURT AREA	78.75
		KANSAS AIR CENTER	5/13/13	APRIL 2013-MONTH CONTRACT	1,833.33
		KANSAS GAS SERVICE	5/13/13	AIRPORT MAINTENANCE BLDG	76.79
		WESTAR ENERGY	5/06/13	540 W 18TH-AIRPORT MAIN	315.88
			5/06/13	AIRPORT FLASHER LIGHTS	60.00_
				TOTAL:	3,478.45
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	372.55
			5/03/13	MEDICARE WITHHOLDING	87.12
		US FOOD SERVICE	5/11/13	FOOD SUPPLIES	358.12
			5/11/13	FOOD SUPPLIES	84.56
		CENTURYLINK COMMUNICATION, INC.	5/02/13	GOLF COURSE	151.58
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	TYSON SAMS KETCHUP MUSTARD	20.04
			5/09/13	TYSON SAMS CLB COFFEE CUPS	68.49
			5/09/13	TYSON SAMS CLUB TAPE TISSU	60.99
			5/09/13	TYSON SAMS CLUB GLO 33G FF	14.58
			5/09/13	TYSON SAMS STAPLE, WTOUT,	44.78
		HENRICKS GROUP, THE	5/06/13	GOLF BALLS	100.00
		COX BUSINESS SERVICES	5/01/13	Golf - Internet Connection	59.95
			5/01/13	Golf - Metro E	194.22
		ALEXANDER PUMP & SERVICE INC.	5/11/13	IRRIGATION REBUILD/REPAIR	17,714.00
		CROWN DISTRIBUTORS, INC.	5/11/13	BEER SUPPLIES	117.29
			5/11/13	BEER SUPPLIES	88.99
		FLINT HILLS BEVERAGE LLC	5/11/13	FLINT HILLS BEVERAGE LLC	174.04
			5/11/13	BEER SUPPLIES	89.69
		GEARY COUNTY RWD #4	5/03/13	RURAL WATER SUPPLY	44.13
		SECURITY SOLUTIONS INC	5/13/13	SECURITY MONITOR/MAINT.	79.00
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	19.91
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	128.85
			5/03/13	KPERS #2	137.96
		NCKCN.COM	5/11/13	VIRTUAL DOMAIN	10.00
		NEX-TECH	5/13/13	GOLF COURSE	17.76
		SNACK EXPRESS	5/11/13	FOOD AND VENDING SUPPLIES	119.00
			5/11/13	FOOD AND VENDING SUPPLIES	72.80
			5/11/13	FOOD AND VENDING SUPPLIES	89.05
			5/11/13	FOOD AND VENDING SUPPLIES	146.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		PRESTIGE FLAG	5/03/13	SPECIAL ORDER MERCHANDISE	158.32
		CALLAWAY GOLF	5/05/13	GOLF BALLS FOR RESALE	342.00
		TIELKE ENTERPRISE, LLC	5/11/13	SANDWICHES	52.39
			5/11/13	SANDWICHES	36.00
		VAN WALL EQUIPMENT	5/09/13	CM-LASTEC ARTI-PAID VIA PO	33,700.00-
				TOTAL:	12,445.84-
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	47.99
			5/03/13	MEDICARE WITHHOLDING	213.80
		CENTURYLINK COMMUNICATION, INC.	5/02/13	AMBULANCE	46.38
		VERIZON WIRELESS	4/23/13	223-1237 (M3)	5.82
			4/23/13	223-1238 (M4)	5.03
			4/23/13	223-1240 (M2)	8.35
			4/23/13	223-1243 (M1)	5.74
			4/23/13	223-7309 (CHIEF STEINFORT)	32.02
			4/23/13	761-7543-RICK ROOK	51.62
		CDW GOVERNMENT INC	5/07/13	FD Color Laser - 50%	268.17
		KA-COMM	5/06/13	SERVICE CONTRACT/MAINT AMB	173.50
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox (50%)	62.74
			5/01/13	Fire Station 2 - Metro E 5	91.25
			5/01/13	Fire Station 2 - Phone 50%	59.86
		WPS TRICARE FOR LIFE	5/08/13	REFUND ON SECONDARY PYMTS	357.37
		KANSAS GAS SERVICE	5/13/13	700 N JEFFERSON-APR 2013	107.84
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	102.53
		WESTAR ENERGY	5/06/13	700 N JEFFERSON	437.01
			5/06/13	MUNICIPAL BLDG-POLE LIGHT	19.01
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	67.54
			5/03/13	KP&F	3,191.44
		NEX-TECH	5/13/13	AMBULANCE	0.00
		OMNI BILLING	5/01/13	APRIL 2013 AMBULANCE BILLI	5,084.96
		EMBLEM AUTHORITY	4/29/13	CHALLENGE COINS X 250	531.25_
				TOTAL:	10,971.22
COUNTY/INS ZONING SVCS	GENERAL FUND	CENTURYLINK COMMUNICATION, INC.	5/02/13	ZONING/COUNTY INSPECTION	14.27
		VERIZON WIRELESS	4/23/13	ZONING ADMINISTRATOR	35.16
			4/23/13	MUNICIPAL SERVICE DIRECTOR	11.72
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	GE CO REG DEEDS FILE PLAT	40.00
			5/09/13	GE CO REG DEEDS FILE ORDIN	124.00
			5/09/13	GE CO REG DEEDS QUARRY PLA	40.00
			5/09/13	GE CO REG DEEDS PLAT REGIS	60.00
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	45.70
		KAW VALLEY ENGINEERING, INC	5/13/13	2- 18"X24" MYLAR @ \$15	30.00
			5/13/13	1- 24"X36" MYLAR @ \$20	20.00
			5/13/13	4-18"X24" MYLAR@\$15	60.00
			5/13/13	2-24"X36" MYLAR@\$20	40.00
		MONTGOMERY COMMUNICATIONS INC	5/13/13	Z-05-01-13	64.68
			5/13/13	BZASE-05-01-13	62.54
			5/13/13	BZAV-04-01-13	62.54
			5/13/13	BACU-04-01-13	62.54
			5/13/13	GCCU-04-01-13	62.54_
				TOTAL:	835.69
ENGINEERING	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	78.58
			5/03/13	MEDICARE WITHHOLDING	18.38
		VERIZON WIRELESS	4/23/13	ASST CITY ENGINEER	51.62
			4/23/13	ENGINEER ASST	51.62

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			4/23/13	MUNICIPAL SERVICE DIRECTOR	11.72
		CARTEGRAPH SYSTEMS, INC.	4/30/13	Database Support	750.00
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	72.37
		DAVE'S ELECTRIC, INC.	5/10/13	ELECTRIC FOR BASEMENT OFFI	521.65
		KEY OFFICE EQUIPMENT	5/10/13	CITY OF JUNCTION CITY STAM	9.25
			5/10/13	STACKABLE TRAYS	8.34
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSURANCE	8.67
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	77.47
			5/03/13	KPERS #2	29.63_
				TOTAL:	1,689.30
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	212.72
			5/03/13	MEDICARE WITHHOLDING	49.75
		CENTURYLINK COMMUNICATION, INC.	5/02/13	CODE ENFORCEMENT	35.67
		VERIZON WIRELESS	4/23/13	SENIOR INSPECTOR	32.02
			4/23/13	INSPECTOR	32.02
			4/23/13	MUNICIPAL SERVICE DIRECTOR	11.72
			4/23/13	INSPECTOR IPAD 2	40.01
			4/23/13	SENIOR INSPECTOR IPAD 2	40.01
		CHAMPIONS CAR AND TRUCK WASH	5/10/13	TRUCK 726	3.20
			5/10/13	TRUCK 726- DISCOUNT	0.32-
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	45.70
		JCAT	5/10/13	416 W 12TH ST-TITLE SEARCH	150.00
			5/10/13	440 W 7TH ST - TITLE SEARC	150.00
			5/10/13	223 W 5TH ST - TITLE SEARC	150.00
		KEY OFFICE EQUIPMENT	5/10/13	CITY OF JUNCTION CITY STAM	9.25
			5/10/13	STACKABLE TRAYS	8.34
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSURANCE	22.78
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	316.22_
				TOTAL:	1,309.09
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	574.32
			5/03/13	SOCIAL SECURITY WITHHOLDIN	1,115.27
			5/03/13	MEDICARE WITHHOLDING	1,167.44
			5/03/13	MEDICARE WITHHOLDING	293.61
			5/03/13	MEDICARE WITHHOLDING	15.28
		SPRINT	5/13/13	SUBPOENA COMPLIANCE #13-01	30.00
		DATALUX CORPORATION	5/13/13	43955 MDT MOUNT-CHANGE OU	177.85
		CENTURYLINK COMMUNICATION, INC.	5/02/13	POLICE	667.17
			5/02/13	DISPATCH	667.17
		VERIZON WIRELESS	5/10/13	PD CELL APRIL 2013	1,092.38
		STAPLES ADVANTAGE	5/13/13	3198397980 PAPER TOWELS/TI	112.18
			5/13/13	PRINTER CARTRIDGES	171.99
			5/13/13	PRINTER CARTRIDGE,HIGHLIGH	504.46
			5/13/13	BINDERS, DIVIDERS	200.73
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	INSURANCE GP-TANK STORAGE	191.00
			5/09/13	KDHE-TANK STORAGE	10.00
		CONTINENTAL PROFESSIONAL LANDRY	5/13/13	113199 UNIFORM CLEANING	22.20
			5/13/13	113200 UNIFORM CLEANING	33.30
			5/13/13	113201 UNIFORM CLEANING	31.45
			5/13/13	113206 UNIFORM CLEANING	5.55
			5/13/13	113207 UNIFORM CLEANING	48.10
			5/13/13	113211 UNIFORM CLEANING	48.10
			5/13/13	113313 UNIFORM CLEANING	20.35
			5/13/13	113314 UNIFORM CLEANING	24.05
			5/13/13	113368 UNIFORM CLEANING	46.25

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/13/13	113369 UNIFORM CLEANING	14.80
		KA-COMM	5/06/13	SERVICE CONTRACT/MAINT POL	188.50
			5/06/13	SERVICE CONTRACT/MAINT POL	188.50
			5/13/13	115613 FRONT PANEL SPKR	10.35
			5/13/13	115614 SPKR/MIC CABLE	67.35
			5/13/13	115615 MICROPHONE	80.00
			5/13/13	115704 BATTERIES	125.40
			5/13/13	115713 ANTENNA	54.00
			5/13/13	115736 TRACER / MICROPHONE	80.00
			5/13/13	115745 DATA BACKBONE SYSTE	150.00
			5/13/13	115745 DATA BACKBONE SYSTE	150.00
		COX BUSINESS SERVICES	5/01/13	City - Fiber Internet	1,500.00
		TELVENT DTN	5/13/13	.966297 WEATHER RADAR	144.00
			5/13/13	4017961 WEATHER RADAR	144.00
		KEY OFFICE EQUIPMENT	5/13/13	J48977 TONER CARTRIDGE	36.72
			5/13/13	J49048 TONER CARTRIDGES	26.16
		KANSAS GAS SERVICE	5/13/13	312 E 9TH	670.18
			5/13/13	210 E 9TH	232.41
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	480.03
			5/03/13	ADVANCE LIFE INUSRANCE	120.52
			5/03/13	ADVANCE LIFE INUSRANCE	5.26
		WESTAR ENERGY	5/06/13	210 E 9TH-JCPD	2,470.34
			5/06/13	312 E 9TH-JCPD STORAGE	238.09
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	577.02
			5/03/13	KPERS #1	868.00
			5/03/13	KP&F	13,829.12
			5/03/13	KP&F	667.17
			5/03/13	KP&F	188.28
			5/03/13	KPERS #2	155.50
			5/03/13	KPERS #2	615.83
		NEX-TECH	5/13/13	POLICE	65.43
			5/13/13	DISPATCH	67.81
		SERVICEMASTER	5/06/13	MAY 2013-JANITORIAL SERVIC	754.00
		WEST PAYMENT CENTER	5/13/13	827168124 CLEAR SUBSCRIPTI	166.48
				TOTAL:	32,401.45
FIRE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	47.99
			5/03/13	MEDICARE WITHHOLDING	923.52
		CENTURYLINK COMMUNICATION, INC.	5/02/13	FIRE	46.38
		VERIZON WIRELESS	4/23/13	209-0124 (STN 2 CAPT)	7.02
			4/23/13	209-0255 (BC)	5.03
			4/23/13	209-0668 (STN 1 CAPT)	5.03
		CDW GOVERNMENT INC	5/07/13	FD Color Laser - 50%	268.17
		KA-COMM	5/06/13	SERVICE CONTRACT/MAINT FIR	173.50
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox (50%)	62.74
			5/01/13	Fire Station 2 - Metro E 5	91.25
			5/01/13	Fire Station 2 - Phone 50%	59.86
		FRIEDRICH TRUCK REPAIR	4/29/13	REPAIR SWIVEL, CYLINDERS/L	23.50
			4/29/13	REPAIR SWIVEL, CYLINDERS/L	1,437.50
			4/29/13	REPAIR TELESOPING LIGHT/E	5.00
			4/29/13	REPAIR TELESOPING LIGHT/E	225.00
		WFCA: THE DAILY DISPATCH	4/26/13	CHIEF ADVERTISEMENT	225.00
		ROSENBAUER SOUTH DAKOTA,LLC	4/24/13	DOOR SWITCH/E30	23.00
		KANSAS GAS SERVICE	5/13/13	700 N JEFFERSON-APR 2013	107.84
			5/13/13	2245 LACY DR-FIRE	425.05
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	350.35

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		WESTAR ENERGY	5/06/13	700 N JEFFERSON	437.01
			5/06/13	MUNICIPAL BLDG-POLE LIGHT	19.01
			5/06/13	2245 LACY-FIRESTATION#2	467.19
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	67.54
			5/03/13	KP&F	11,269.14
		NEX-TECH	5/13/13	FIRE	0.00
		RESQTEC	4/25/13	HYDRO TEST AIRBAG NT58	187.19
		SAM'S CLUB	5/13/13	APRIL 2013-USAGE(SAM'S CLU	49.90-
			5/13/13	APRIL 2013-USAGE(SAM'S CLU	190.78
			5/13/13	NEW ADD ON MEMBER	14.58
			5/13/13	APRIL 2013-USAGE(SAM'S CLU	625.63
		UNIQUE BODY & COLOR	5/10/13	UNIQUEBODY/BUMPER 522	99.00
			5/10/13	UNIQUEBODY/INSTALL BUMPER	834.51
		EMBLEM AUTHORITY	4/29/13	CHALLENGE COINS X 250	531.25_
				TOTAL:	19,205.66
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	934.30
			5/03/13	MEDICARE WITHHOLDING	218.53
		DOUBLE CHECK COMPANY INC	5/06/13	PD TANK TEST	2,016.77
		BLIXT CONSTRUCTION INC	4/30/13	58360,58362,58424,58459	160.00
		VERIZON WIRELESS	4/24/13	IBARRA-223-1232	51.87
			4/24/13	HALL-223-1241	26.91
			4/24/13	BIGGS-223-1338	25.67
			4/24/13	ON CALL-223-1508	25.67
			4/24/13	GOMEL-761-5218	30.53
			4/24/13	HORN-761-5254	25.67
			4/24/13	ARIAZ-761-5396	35.68
			4/24/13	LEWIS-761-5415	51.62
			4/24/13	TENORIO-761-5450	25.67
		CHAMPIONS CAR AND TRUCK WASH	5/03/13	CAR WASH FOR RAY'S TRUCK	9.00
		CENTURY UNITED COMPANIES, INC	5/07/13	Copier - PW	17.50
		PROPANE CENTRAL	5/08/13	2 20# PROPANE REFILLS	32.86
		CARTEGRAPH SYSTEMS, INC.	4/30/13	Database Support	750.00
		JIM CLARK AUTO CENTER	4/17/13	FILTERS - FLT STOCK	24.60
			5/06/13	BATTERIES FOR ALL VEHICLES	321.84
			5/07/13	STREET DEPT. BATTERIES	643.68
		C & M LAWN SERVICES	5/06/13	C & M LAWN SERVICES	225.75
		VANDERBILTS	4/29/13	CHRIS GOMEL BOOTS-2013	139.99
		SHILLING ASPHALT INC	4/27/13	146580, 146581	502.70
		MIDWEST CONCRETE MATERIALS	4/30/13	CONCRETE TKT-9028660	161.00
		BARNES DISTRIBUTION	4/16/13	GR WHEELS	140.13
		CENTRAL POWER SYSTEMS & SERVICES	4/29/13	RECLINED BRAKE -STRT VECHI	62.40-
			5/01/13	TURN SIGNAL ; FLT STOCK	64.17
			5/01/13	AIR PRMY & LUBE SPINS	51.29
		NATIONAL DIAMOND ENTERPRISES LLC	4/23/13	20" ASPHALT BLADE	349.00
			4/23/13	20" CONCRETE BLADE	272.00
			4/23/13	14" CONCRETE BLADE	280.00
			4/23/13	14" ASPHALT BLADE	360.00
			4/23/13	FREIGHT	37.83
		COX BUSINESS SERVICES	5/01/13	Public Works - Metro E - 2	45.63
			5/01/13	Public Works - Telephone -	55.82
		CROSS-MIDWEST TIRE	5/13/13	TIRE REFURBS	1,135.25
		DAVE'S ELECTRIC, INC.	5/02/13	PANEL MARKINGS	1,194.50
			5/01/13	PW GENERATOR TESTING	104.00
		DICK EDWARDS FORD	4/15/13	FUEL TANK FOR #610	68.04
		F & R SERVICES	5/10/13	600 BLOCK E 7TH ST-ROW	15.75

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/10/13	603 SKYLINE DRIVE	10.50
			5/10/13	714 SKYLINE DRIVE	10.50
			5/10/13	GOLDENBELT BLVD-ROW	315.00
			5/10/13	ASH STREET(600 BLOCK)	15.75
			5/10/13	DITCH BETWEEN 100 BLK E VI	15.75
			5/10/13	EAST 6TH ST PARKING LOT	15.75
			5/10/13	EAST 6TH ST ROW	525.00
			5/10/13	E CHESTNUT-ROW & UPRR TRAC	52.50
			5/10/13	FIRE STATION #2 TO INCL FI	110.00
			5/10/13	LACY DRIVE	105.00
			5/10/13	MEADOW LANE ROW	15.75
			5/10/13	ST MARYS ROAD ROW(CHURCH)	31.50
			5/10/13	VACANT DRAINAGE DITCH-RILE	15.75
			5/10/13	INDUSTRIAL PARK ROW	52.50
			5/10/13	E ASH UPRR TRCKS-ELKS TO E	140.00
			5/10/13	SVR ROW ONLY FIRE ST #2 SI	78.75
			5/10/13	SVR ADDITION ISLANDS	84.00
			5/10/13	STRAUSS BLVD ISLANDS & R/W	315.00
			5/10/13	I 70 ROW S WASHINGTON ST	630.00
			5/10/13	SOUTH JACKSON ST DRAINAGE	31.50
			5/10/13	ASH ST FROM CHESTNUT SOUTH	241.50
			5/10/13	136 E 3RD	31.50
			5/10/13	225 E 3RD	31.50
			5/10/13	6TH ST UNDERPASS	105.00
			5/10/13	SANDUSKY ROW	78.75
			5/10/13	THE BLUFFS AREA	105.00
			5/10/13	TOM NEAL INDUSTRIAL PARK A	262.50
			5/10/13	SOUTHWIND/KJCK EAST TO TOW	157.50
			5/10/13	CHADWICK	15.75
			5/10/13	HOLLY LANE ISLAND	15.75
			5/10/13	SVR-R/W - K-18 TO RR	525.00
			5/10/13	SE CRNR LIBERTY HALL & DAK	0.00
			5/10/13	ENT TO SUTTER WDS AT FOX S	63.00
			5/10/13	GRANT AVE ISLANDS	157.50
			5/10/13	WESTWOOD BLVD ISLANDS	157.50
			5/10/13	1701 N ADAMS- DRAIN	26.25
			5/10/13	BEL AIR & FOGARTY (DEAD EN	15.75
			5/10/13	8TH ST AT GARFIELD DITCH	10.50
			5/10/13	ANNEX PARKING LOT BEHIND D	15.75
			5/10/13	COMMONWEALTH DRIVE ROW	26.25
			5/10/13	GRANT AVE ISLAND	157.50
			5/10/13	GRANT AVE FRONTAGE RDS	42.00
			5/10/13	MONROE ST DRAINS	15.75
			5/10/13	WESTWOOD BLVD-ISLANDS	157.50
			5/10/13	BRIDGE GUARDRAIL-EISEN & 1	10.50
			5/10/13	E 11TH/210 E 11TH	31.50
			5/10/13	436 W 11TH ST	31.50
			5/10/13	EAST 10TH ST PROPERTY	105.00
			5/10/13	ELM DALE ROAD ROW	78.75
			5/10/13	CHESTNUT&I-70 RAMP	661.50
			5/10/13	HWY 57 R/W & ISLANDS	1,050.00
			5/10/13	AREA IN FRONT OF CRACKER B	73.50
			5/10/13	RUCKER ROAD	525.00
			5/10/13	K-18 -RR TO STONE RIDGE	100.00
			5/10/13	LAWNDALE WATER AREA	42.00
			5/10/13	MOSS CIRCLE ISLAND	10.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/10/13	GRANT AVE RIVER PARK AREA	157.50
		GADES SALES CO.	5/06/13	REPAIR WORK ON CONTROLLER	436.00
		GEARY COUNTY PUBLIC WORKS	5/01/13	PW APR13 TRANSFER TICKETS	258.13
		GROSS WRECKER SERVICE	5/13/13	#682 TOW	150.00
		INTERSTATE GLASS CO.	5/02/13	#648 WINDSHIELD	185.00
			5/03/13	#620 WINDSHIELD	205.00
		JOHNSON LANDSCAPING	4/30/13	#921 TRK PAINTING	4,000.00
		KANSAS GAS SERVICE	5/13/13	2324 1/2 N JACKSON	189.17
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	84.45
		WESTAR ENERGY	5/06/13	2324 N JACKSON-PUBLIC WORK	615.49
			5/06/13	2324 N JACKSON-BUILDING	1,264.74
			5/06/13	CRESTVIEW-ST LIGHTS	19.95
			5/06/13	6&700 BLK WASH-SIGNAL	159.83
			5/06/13	JUNCTION CITY	238.91
			5/06/13	107 S WASHINGTON-ST LIGHTS	20.46
			5/06/13	915 W 4TH-ST LIGHTS	14.98
			5/06/13	9TH&100 BLK W 9TH-ST LIGHT	27.30
			5/06/13	9TH & FILLEY-ST LIGHTS	53.10
			5/06/13	SPRUCE ST-ST LIGHTS	19.95
			5/06/13	SPRUCE & BUNKERHILL-ST LIG	23.38
			5/06/13	UTILITY PARKING LOT-ST LIG	60.93
			5/06/13	UTILITY PARKING LOT-ST LIG	60.93
			5/06/13	JEFFERSON-BETWEEN 6TH-ST L	120.36
			5/06/13	MINNICK PARKING LOT-ST LIG	120.36
			5/06/13	PARKING LOT-	95.45
			5/06/13	WASHINGTON BRIDGE	73.07
			5/06/13	S BALLPARK 2 & 3-ST LIGHTS	19.95
			5/06/13	16TH & WASHINGTON-ST LIGHT	20.46
			5/06/13	1935 NORTHWIND-ST LIGHTS	22.06
			5/06/13	1935 NORTHWIND-ST LIGHTS	22.37
			5/06/13	8TH & 9TH ST-ST LIGHTS	10.50
			5/06/13	11TH ST & JACKSON SCHOOL X	10.50
			5/06/13	807 N WASHINGTON-ST LIGHT	230.88
			5/06/13	615 N WASHINGTON-ST LIGHTS	148.54
			5/06/13	716 N WASHINGTON-ST LIGHTS	280.88
			5/06/13	132 N EISENHOWER-ST LIGHT	20.36
			5/06/13	1419 N JEFFERSON-ST LIGHTS	20.35
			5/06/13	1618 N JEFFERSON-ST LIGHTS	20.36
			5/06/13	2800 GATEWAY-ST LIGHT	98.79
			5/06/13	1200 S WASHINGTON-ST LIGHT	268.57
			5/06/13	316 N US HWY 77-FLASHER	19.95
			5/06/13	600 W 6TH-ST LIGHT	45.92
			5/06/13	1121 S US HWY 77-FLASHER	20.96
			5/06/13	401 CAROLINE CT-ST LIGHT	125.67
			5/06/13	351 E CHESTNUT-ST LIGHT	282.71
			5/06/13	ST MARYS CEMETARY-SIREN	31.14
			5/06/13	INDUSTRIAL PARK-ST LIGHT	79.63
			5/06/13	601 W CHESTNUT-FLAG	19.95
			5/06/13	1222 W 8TH-SIREN	19.95
			5/06/13	CIVIL DEFENSE-SIREN	33.83
			5/06/13	CIVIL DEFENSE-SIREN	33.83
			5/06/13	630 1/2 E TORNADO SIREN	31.14
			5/06/13	AIRPORT RD & JACKSON SIREN	32.09
			5/06/13	403 GRANT AVE-SIREN	22.47
			5/06/13	703 W ASH-SIREN	19.95
			5/06/13	1102 ST MARYS RD-SIREN	20.97

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/06/13	2022 LACY DRIVE-SIREN	19.95
			5/06/13	701 SOUTHWIND-SIREN	22.58
			5/06/13	CIVIL DEFENSE SIREN	33.83
			5/06/13	CHESTNUT & WASHINGTON	93.48
			5/06/13	HWY 77 & MCFARLAND	60.33
			5/06/13	6TH & ADAMS	124.39
			5/06/13	6TH & GARFIELD	112.81
			5/06/13	6TH & EISENHOWER	50.61
			5/06/13	6TH & WEBSTER	135.36
			5/06/13	6TH & JACKSON	30.64
			5/06/13	6TH & MADISON	101.01
			5/06/13	6TH & FRANKLIN	53.04
			5/06/13	8TH & JEFFERSON	95.71
			5/06/13	8TH & JEFFERSON	319.62
			5/06/13	8TH & JACKSON	101.10
			5/06/13	8TH & WASHINGTON	59.92
			5/06/13	9TH & WASHINGTON	102.03
			5/06/13	14TH & JACKSON	97.48
			5/06/13	1760 W ASH	50.11
			5/06/13	4TH & WASHINGTON-BLINKER	20.36
			5/06/13	601 E CHESTNUT-ST LIGHT	365.65
			5/06/13	15TH & WASH-ST LIGHT	20.35
			5/06/13	2631 OAKWOOD-SIREN	20.96
			5/13/13	ST LIGHTS-APRIL 2013	24,372.04
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	53.72
			5/03/13	KPERS #2	1,100.25
		KAYLINE COMPANY	4/18/13	TRAFFIC LIGHTS	195.24
		KAW VALLEY ENGINEERING, INC	5/13/13	CONTRACT DOCS & SPECS	7,236.00
			5/13/13	CONST INSPECT & MATRILS TE	0.00
			5/13/13	ADDITIONAL WORK ABOVE SCOP	570.00
			5/13/13	LESS PREVIOUSLY BILLED	6,570.00-
		KONZA CONST. CO.	4/25/13	7 ASP. TKTS-JEFF,TAMERISK,	2,091.05
			4/29/13	ASPHALT, 1017947	228.80
		MIKE'S FIRE EXT. SALES	5/09/13	EXTINGUISHERS FOR BLDG	140.50
		NAPA AUTO PARTS OF J.C.	4/04/13	HOSE & FITTINGS FOR SHOP	8.88
			4/05/13	#682 BRKR & FUSE	2.22
			4/30/13	TAIL LIGHT FOR #921-STRT	50.42
			5/01/13	GLASS CLNR FOR SHOP	23.88
			5/02/13	FLT STOCK LENSES	24.45
			5/07/13	#689 OIL FILTER	19.07
			5/08/13	#606 SPARK PLUG	7.96
			5/08/13	SHOP SPARK PLUG	3.50
			5/09/13	606 SANI TRLR LITE KIT	43.99
			5/09/13	SHOP PINTLE HOOK MOUNTS	95.98
			5/10/13	PIN HOOKS FOR #610 & #611	143.98
			4/26/13	SERVICE CHARGE_043013	2.75
		ONE ACCORD	5/02/13	PRICE RAVINE TREE REMOVAL	225.00
		RC HOBBIES	4/29/13	PRNTD SIGNS MOUNTED-	154.00
		CINTAS #451	5/01/13	WKLY SHOP TOWELS	19.80
			5/01/13	WKLY MATS	24.68
			5/10/13	WEEKLY SHOP TOWELS	19.80
			5/10/13	WEEKLY MATS	24.68
		SELLERS EQUIPMENT, INC	5/06/13	#694 TURN SIGNAL KIT	236.62_
				TOTAL:	61,603.82
COURT	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	350.09

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/03/13	MEDICARE WITHHOLDING	81.87
		CENTURYLINK COMMUNICATION, INC.	5/02/13	MUNICIPAL COURT	41.54
		JOSHUA DOUGLASS	5/13/13	PAYMENT EVERY TWO WEEKS	2,500.00
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	98.80
		KEY OFFICE EQUIPMENT	4/26/13	KEY OFFICE EQUIPMENT	178.30
		KANSAS GAS SERVICE	5/13/13	225 W 7TH	150.86
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	34.58
		WESTAR ENERGY	5/06/13	221 W 7TH-COURT	173.90
			5/06/13	225 W 7TH-COURT-PARKING LI	11.83
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	391.47
			5/03/13	KPERS #2	77.75
		INCODE	5/01/13	Web - Court Inquiry	100.00
		CINTAS #451	5/03/13	CINTAS #451	16.31
			5/10/13	CINTAS #451	16.31
		MISC JC BOWL	4/30/13	Cash Refund:13-01612 -01	26.25
		KNIGHTS INN,	4/30/13	Cash Refund:12-9155 -01	460.37
		QUINTON POINT,	4/30/13	Cash Refund:12-14067 -01	1,788.00
		HOLLOWAY, LAKISHA S	4/30/13	Cash Refund:13-00462 -01	50.00
		CHARLESNWANKWO, AZUKA	5/02/13	Bond Refund:12-12977 -01	500.00
		JAMES, NICHOLAS JOHN	5/09/13	Bond Refund:13-01783 -01	529.00
		SWINSON, VINCENT LAMON	5/13/13	Bond Refund:12-14701 -01	500.00_
				TOTAL:	8,077.23
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	114.67
			5/03/13	MEDICARE WITHHOLDING	26.82
		CENTURYLINK COMMUNICATION, INC.	5/02/13	OPERA HOUSE	35.67
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	66.69
			5/01/13	OH Outside Internet Connec	59.95
		WESTAR ENERGY	5/06/13	135 W 7TH ST-OPERA HOUSE	3,019.53
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS RETIRED	174.18_
				TOTAL:	3,497.51
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	185.62
			5/03/13	MEDICARE WITHHOLDING	43.41
		CENTURYLINK COMMUNICATION, INC.	5/02/13	RECREATION	78.00
		VERIZON WIRELESS	4/23/13	210-6980=RECREATION DIRECT	0.00
			4/23/13	307-3067-12TH ST MANAGER	51.62
		COX BUSINESS SERVICES	5/01/13	12th St Internet Connectio	47.95
			5/01/13	12th Street Metro E	182.50
			5/01/13	12th Street Phones	86.37
		NELIDA RIVERA	5/13/13	REFUND-CANCELLED RESER.052	25.00
		SECURITY SOLUTIONS INC	5/13/13	SECURITY SOLUTIONS INC	18.00
		KANSAS GAS SERVICE	5/13/13	1002 W 12TH	547.86
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	5.78
		WESTAR ENERGY	5/06/13	1002 W 12TH-COMMUNITY/P LI	1,351.47
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #2	72.57
		MASSCO	4/11/13	NEW MOP BUCKET W/SIDE PRES	118.74
		NEX-TECH	5/13/13	RECREATION	0.00
		CINTAS #451	5/03/13	GRAY MAT AT 12TH ST COMMUN	31.98
		CARY COMPANY	5/09/13	LG/ME VINYL GLOVES	41.80_
				TOTAL:	2,888.67
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	866.28
			5/03/13	MEDICARE WITHHOLDING	115.16
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	100.00
		JUNCTION CITY FIREFIGHTER ASSOCIA	5/03/13	FIREFIGHTERS AID ASSOCIATI	12.50

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
		FIREMEN'S RELIEF ASSOCIATION	5/03/13	FIREMANS RELIEF	22.20
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	5/03/13	I.A.F.F. LOCAL 3309	105.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	287.63
		KANSAS PUBLIC EMPLOYEES	5/03/13	KP&F	573.13
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/03/13	UNITED WAY	2.00_
				TOTAL:	2,083.90
SELF HELP HOUSING	GRANTS	CENTURYLINK COMMUNICATION, INC.	5/02/13	SELF HELP HOUSING	14.27
		VERIZON WIRELESS	4/23/13	SHH DIRECTOR	51.62
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	32.36_
				TOTAL:	98.25
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	5/03/13	MEDICARE WITHHOLDING	115.16
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	45.01
		KANSAS PUBLIC EMPLOYEES	5/03/13	KP&F	1,413.14_
				TOTAL:	1,573.31
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	269.69
			5/03/13	SOCIAL SECURITY WITHHOLDIN	261.67
			5/03/13	MEDICARE WITHHOLDING	61.17
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	90.77
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	45.70
			5/03/13	KPERS #2	60.00_
				TOTAL:	789.00
SPIN CITY	SPIN CITY	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	261.67
			5/03/13	MEDICARE WITHHOLDING	61.17
		CASH-WA DISTRIBUTING	5/13/13	PLATES	32.05
			5/13/13	CLEANING SUPPLIES: TOWELS	33.25
			5/13/13	HOT DOGS, BUNS, CHEESE, RE	387.81
			5/13/13	FUEL SURCHARGE	7.00
			5/13/13	HOTDOGS: NOT FROZEN	32.08-
		VERIZON WIRELESS	4/23/13	SPIN CITY MANAGER	51.62
		LINDSAY MARRS	5/13/13	TRVL REIM-APR 1--APR 31 20	42.46
			5/13/13	TRVL REIM-MAR 1-MAR 31 201	38.85
		COX BUSINESS SERVICES	5/01/13	Spin City - Cable	100.65
			5/01/13	Spin City - Internet	47.95
			5/01/13	Spin City - Telephone	81.58
			5/01/13	SC - Metro E	182.50
		REDI SYSTEMS INC.	4/19/13	ELECTRIC RELEASE/ SWITCH B	585.00
		INTERSTATE JAYHAWK GLASS	5/07/13	SPIN CITY DOOR UPGRADES	2,854.30
		SECURITY SOLUTIONS INC	5/13/13	ALARM-915 S WASHINGTON	22.00
		KANSAS GAS SERVICE	5/13/13	915 S WASHINGTON	1,028.62
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	16.50
		WESTAR ENERGY	5/06/13	915 S WASHINGTON-GOLF-SPIN	128.24
			5/06/13	915 S WASHINGTON-SPIN CITY	1,023.37
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	90.71
			5/03/13	KPERS #2	79.40
		NEX-TECH	5/13/13	SPIN CITY	0.00
		SNACK EXPRESS	5/13/13	CHIPS, CHEESE BURGERS	74.50
			5/13/13	GATERADE, SODA	217.00_
				TOTAL:	7,416.12
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOUR	5/03/13	MACSS #41061331/ CV103-753	203.78
		INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	3,194.06
			5/03/13	SOCIAL SECURITY WITHHOLDIN	2,019.16

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/03/13	MEDICARE WITHHOLDING	472.24
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	368.01
		KANSAS PAYMENT CENTER	5/03/13	GARNISHMENT	120.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	1,110.66
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	474.89
			5/03/13	KPERS #2	1,241.06
		KANSAS STATE BANK	5/03/13	FLEX SPENDING-1074334	198.82
		PRE-PAID LEGAL SERVICES,	5/03/13	PREPAID LEGAL	25.02
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/03/13	UNITED WAY	25.06_
				TOTAL:	9,452.76
WATER DISTRIBUTION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	389.66
			5/03/13	MEDICARE WITHHOLDING	91.11
		VERIZON WIRELESS	4/24/13	ROGERS-223-1337	27.17
			4/24/13	PARKS-761-5237	25.67
			4/24/13	GARTRELL-761-5283	25.67
			4/24/13	HAYHURST-761-5293	26.46
		CENTURY UNITED COMPANIES, INC	5/07/13	Copier - PW	17.50
		JIM CLARK AUTO CENTER	4/17/13	FILTERS - FLT STOCK	6.15
			5/06/13	BATTERIES FOR ALL VEHICLES	80.46
		KANSAS ONE CALL CONCEPTS	4/30/13	280@\$1.40_APR13 LOCATES	392.00
		BARNES DISTRIBUTION	4/16/13	GR WHEELS	35.03
		CENTRAL POWER SYSTEMS & SERVICES	5/01/13	TURN SIGNAL ; FLT STOCK	16.04
			5/01/13	AIR PRMY & LUBE SPINS	12.82
		COX BUSINESS SERVICES	5/01/13	Public Works - Metro E - 2	45.62
			5/01/13	Public Works - Telephone -	55.82
		CROSS-MIDWEST TIRE	5/13/13	TIRE REFURBS	283.81
		LONGFORD WATER CO	4/22/13	BOTTLED WATER W/ LABELS	528.00
		DAVE'S ELECTRIC, INC.	5/02/13	PANEL MARKINGS	298.62
		EICKHOLT FENCING & EXCAVATING	4/29/13	EROSION RPR FOR MARRIOTT	750.00
		HD SUPPLY WATERWORKS, LTD	5/07/13	2" CHAMBERS	988.16
			4/23/13	DM-DUE TO DOUBLE CM W/INV	64.00
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	32.41
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	57.92
			5/03/13	KPERS #2	399.87
		MIKE'S FIRE EXT. SALES	5/09/13	EXTINGUISHERS FOR BLDG	35.13
		NAPA AUTO PARTS OF J.C.	4/15/13	#896 RELAYS	53.37
			5/02/13	FLT STOCK LENSES	6.11
			5/03/13	#803 BULB	14.31
			5/07/13	COMM BATTERY AND CORE DEP	322.00
		CINTAS #451	5/01/13	WKLY MATS	6.17
			5/10/13	WEEKLY MATS	6.17
		SALINA WHOLESALE SUPPLY	4/22/13	RUBBER MTR GASKETS	108.00-
			4/23/13	MSTOP, MTR CPLG, YOKE, CON	2,595.42
			4/30/13	YOKES, CPLG, MSTOP	1,251.50
			4/30/13	MTR BOX EXTENSIONS	1,045.50
			4/30/13	BRASS NIPPLES	126.75
			5/02/13	2PT UNION FLXFL	268.20-
			5/06/13	4" BRONZE	9,180.00
			5/06/13	6" BRONZE	1,683.00
			5/13/13	6" FLANGE	8,777.80
		VICTOR L PHILLIPS CO	4/09/13	#896 SWITCH & DIP	220.31
			4/23/13	#896 FLASHER UNIT	167.06
			4/26/13	CASE OF RELAYS-#896	78.41_
				TOTAL:	29,842.78

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
WATER PLANT	WATER & SEWER FUND F & R SERVICES		5/10/13	WATER TOWER-SPRUCE ST	52.50
			5/10/13	WATER TOWER-WEST ASH ST	42.00
			5/10/13	SWWT PLANT	325.00
			5/10/13	WATER PLANT & FIELDS	725.00
			5/10/13	PUMP STATIONS @ ADAMS ST	78.75_
				TOTAL:	1,223.25
WATER ADMINISTRATION	WATER & SEWER FUND INTERNAL REVENUE SERVICE		5/03/13	SOCIAL SECURITY WITHHOLDIN	649.25
			5/03/13	MEDICARE WITHHOLDING	151.86
		CENTURYLINK COMMUNICATION, INC.	5/02/13	WATER ADMINISTRATION	105.25
		VERIZON WIRELESS	4/25/13	209-1393=METER READER	32.02
			4/25/13	210-6618=METER READER	32.02
			4/25/13	223-1358=CITY TREASURER	51.62
			4/25/13	307-8209=IPAD, Meter Reade	40.01
			4/25/13	307-8254=IPAD, Meter Reade	40.01
		CITY OF JUNCTION CITY PETTY CASH 41805	5/09/13	CITY OF JUNCTION CITY PETT	40.00
			5/09/13	SUNFLOWER BANK-RET CHCK &	100.00
		MIZE & HOUSER COMPANY	4/30/13	MIZE & HOUSER COMPANY	8,125.00
		COX BUSINESS SERVICES	5/01/13	Phone Lines - Cox	156.11
		HD SUPPLY WATERWORKS, LTD	5/13/13	5- 1" METERS	985.95
			5/13/13	5- 1" METERS-FREIGHT ON DE	41.34
		SECURITY SOLUTIONS INC	5/13/13	ALARM WUPD 2307 N JACKSON	35.00
			5/13/13	ALARM CITY CLERK OFC.(CS d	18.00
		KANSAS GAS SERVICE	5/13/13	900 W SPRUCE	30.80
			5/13/13	2232 W ASH TOWER	29.95
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	57.64
		WESTAR ENERGY	5/06/13	2232 W ASH-WATER TOWER	100.70
			5/06/13	2100 N JACKSON-WATER	235.24
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	443.08
			5/03/13	KPERS #2	431.92
		INCODE	5/01/13	Web - Utilities Inquiry -	106.68
		PITNEY BOWES PURCHASE POWER	5/13/13	WATER-AUG 2009 POSTAGE REF	104.81
		PITNEY BOWES INC	5/13/13	SUPPLIES-INK BUNDLE	355.65
		CINTAS #451	5/06/13	SCRAPER/BROWN MAT	48.25
			5/06/13	UNIFORMS-LANGDON, KENNY	10.74
			5/10/13	SCRAPER/BROWN MAT	30.07
			5/10/13	UNIFORMS-LANGDON, KENNY	10.74
		XEROX CORPORATION	5/01/13	Water Dept Copier	177.39_
				TOTAL:	12,777.10
SEWER DISTRIBUTION	WATER & SEWER FUND INTERNAL REVENUE SERVICE		5/03/13	SOCIAL SECURITY WITHHOLDIN	331.53
			5/03/13	MEDICARE WITHHOLDING	77.53
		VERIZON WIRELESS	4/24/13	MARSTON-761-5354	25.67
		CENTURY UNITED COMPANIES, INC	5/07/13	Copier - PW	17.50
		JIM CLARK AUTO CENTER	4/17/13	FILTERS - FLT STOCK	6.15
			5/06/13	BATTERIES FOR ALL VEHICLES	80.46
		BARNES DISTRIBUTION	4/16/13	GR WHEELS	35.03
		CENTRAL POWER SYSTEMS & SERVICES	5/01/13	TURN SIGNAL ; FLT STOCK	16.04
			5/01/13	AIR PRMY & LUBE SPINS	12.82
		KEY EQUIPMENT	4/29/13	PIRANHA HOSE FOR #918	1,750.00
		COX BUSINESS SERVICES	5/01/13	Public Works - Metro E - 2	45.62
			5/01/13	Public Works - Telephone -	55.82
		CROSS-MIDWEST TIRE	5/13/13	TIRE REFURBS	283.81
		DAVE'S ELECTRIC, INC.	5/02/13	PANEL MARKINGS	298.63
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	28.04
		WESTAR ENERGY	5/06/13	CANDLELIGHT LIFT PUMP	128.84

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/06/13	HIGHLAND LIFT PUMP	71.95
			5/06/13	100 HOOVER LIFT PUMP	229.50
			5/06/13	ELMDALE LIFT PUMP	140.91
			5/06/13	630 E ST LIFT PUMP	124.24
			5/06/13	400 E CHESTNUT LIFT PUMP	101.86
			5/06/13	MOBILE TRAVELER LIFT PUMP	115.62
			5/06/13	948 GRANT AVE LIFT PUMP	132.91
			5/06/13	1001 GOLDENBELT LIFT PUMP	92.80
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	57.92
			5/03/13	KPERS #2	325.93
		MIKE'S FIRE EXT. SALES	5/09/13	EXTINGUISHERS FOR BLDG	35.12
		NAPA AUTO PARTS OF J.C.	4/29/13	#918 HYD HOSE FITTINGS	51.12
			5/03/13	#902 OIL FILTER	8.31
			5/02/13	FLT STOCK LENSES	6.11
			5/02/13	#918 AIR FILTER	43.66
		CINTAS #451	5/01/13	WKLY MATS	6.16
			5/10/13	WEEKLY MATS	6.16_
				TOTAL:	4,743.77
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	648.77
			5/03/13	MEDICARE WITHHOLDING	151.72
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INSURANCE	56.06
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	383.71
			5/03/13	KPERS #2	484.64
		INCODE	5/01/13	Web - Utilities Inquiry -	106.66
		PITNEY BOWES PURCHASE POWER	5/13/13	SEWER-AUG 2009 POSTAGE REF	104.81_
				TOTAL:	1,936.37
WASTEWATER PLANTS	WATER & SEWER FUND	F & R SERVICES	5/10/13	EASH ASH ST LIFT STATION	52.50
			5/10/13	EWWT PLANT	425.00_
				TOTAL:	477.50
NON-DEPARTMENTAL	STORM WATER	INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	251.96
			5/03/13	SOCIAL SECURITY WITHHOLDIN	136.14
			5/03/13	MEDICARE WITHHOLDING	31.84
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	25.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	78.18
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	41.66
			5/03/13	KPERS #2	73.22
		KANSAS STATE BANK	5/03/13	FLEX SPENDING-1074334	5.21
		UNITED WAY OF JUNCTION CITY-GEARY COUN	5/03/13	UNITED WAY	2.25_
				TOTAL:	645.46
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	136.09
			5/03/13	MEDICARE WITHHOLDING	31.83
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INSURANCE	11.51
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	82.67
			5/03/13	KPERS #2	96.88_
				TOTAL:	358.98
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	CENTURYLINK COMMUNICATION, INC.	5/02/13	EDC	28.54_
				TOTAL:	28.54
SPECIAL HIGHWAY	SPECIAL HIGHWAY FU	CENTURYLINK COMMUNICATION, INC.	5/02/13	ENGINEERING	35.67_
				TOTAL:	35.67

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DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
			5/03/13	MEDICARE WITHHOLDING	29.88
		JUNCTION CITY POLICE	5/03/13	JCPOA	20.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	89.35
		KANSAS PUBLIC EMPLOYEES	5/03/13	KP&F	146.94_
				TOTAL:	586.83
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	5/03/13	MEDICARE WITHHOLDING	29.88
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	10.20
		KANSAS PUBLIC EMPLOYEES	5/03/13	KP&F	362.32
		SCREEN MACHINE SPORTS	5/13/13	DARE SHIRTS	143.90_
				TOTAL:	546.30
NON-DEPARTMENTAL	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	5/03/13	FEDERAL WITHHOLDING	34.11
			5/03/13	SOCIAL SECURITY WITHHOLDIN	32.50
			5/03/13	MEDICARE WITHHOLDING	7.60
		ING LIFE INSURANCE & ANNUITY COMPANY	5/03/13	ING	25.00
		KANSAS DEPT OF REVENUE	5/03/13	STATE WITHHOLDING	11.92
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	22.29
		KANSAS STATE BANK	5/03/13	FLEX SPENDING-1074334	8.34_
				TOTAL:	141.76
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	5/03/13	SOCIAL SECURITY WITHHOLDIN	32.50
			5/03/13	MEDICARE WITHHOLDING	7.60
		VERIZON WIRELESS	5/13/13	9703709962 DTF PHONE SERVI	44.13
			5/10/13	DTF CELL APRIL 2013	185.50
		STAPLES ADVANTAGE	5/13/13	MARKERS	5.48
			5/13/13	3198397983 EASEL PAD	25.38
		CATHEY FAHEY	5/13/13	APRIL 2013 MILEAGE	34.97
		KEY OFFICE EQUIPMENT	5/13/13	J48800 WRIST BANDS	49.95
		ADVANCE LIFE INSURANCE	5/03/13	ADVANCE LIFE INUSRANCE	3.85
		KANSAS PUBLIC EMPLOYEES	5/03/13	KPERS #1	44.24
		NEX-TECH	5/13/13	DRUG TASK FORCE	3.58
		RC HOBBIES	5/13/13	PRESS AREA SIGNS	38.00
		TOWN AND COUNTRY VET	5/13/13	FIGO - LACERATION	129.68_
				TOTAL:	604.86
PASTA 58	TRUST & AGENCY FUN	KRIS KASPRZYK	5/06/13	CUST CXD-FAMILY EMERGENCY	35.00_
				TOTAL:	35.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====					
	01	GENERAL FUND		256,178.66	
	02	GRANTS		3,755.46	
	10	SPIN CITY		8,205.12	
	15	WATER & SEWER FUND		60,453.53	
	18	STORM WATER		1,004.44	
	19	ECONOMIC DEVELOPMENT		28.54	
	22	SPECIAL HIGHWAY FUND		35.67	
	23	SANITATION FUND		36,637.95	
	25	CAPITAL IMPROVEMENT FUND		104.00	
	35	EMPLOYEE BENEFITS FUND		854.38	
	47	DRUG & ALCOHOL ABUSE FUND		1,133.13	
	50	SPECIAL LE TRUST FUND		746.62	
	51	TRUST & AGENCY FUND		35.00	

		GRAND TOTAL:		369,172.50	

TOTAL PAGES: 19

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 4/30/2013 THRU 5/13/2013

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS--APR 30-MAY 13 2013-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Backup material for agenda item:

- b. Consideration of the City Commission minutes for May 7, 2013, Special City Commission meeting for May 1, 2013, and City Commission Work Session minutes for May 4, 2013.

CITY COMMISSION MINUTES

May 7, 2013

7:00p.m.

CALL TO ORDER

The regular meeting of the Junction City Commission was held on Tuesday, May 7, 2013 with Mayor Cecil Aska presiding.

The following members of the Commission were present: Cecil Aska, Pat Landes, Mick McCallister, Mike Ryan, and Jim Sands. Staff present was: City Manager Vernon, City Attorney Logan, and City Clerk Ficken.

PUBLIC COMMENT

Representative Rothlisberg provided an update on the Casino issue, sales tax issue, and provided his contact information.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-9 dated April 9 to April 30, 2013 in the amount of \$627,301.74. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

Consideration of the April 16, 2013 City Commission minutes. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

Consideration of April payroll. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

Consideration of fee waiver request from USD #475 for building permit, inspection, and plan review fees. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave on May 11, 2013. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

Consideration and approval of the noise waiver, street and parking closure and barricades, use of electricity and the selling of food and beer for Jammin' in JC Blues and BBQ Festival from September 27 to September 28, 2013 in Heritage Park. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

Consideration of 2013 Bulletproof Vest Partnership Grant application. Commissioner Sands moved, seconded by Commissioner Landes to approve the consent agenda as presented. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: None. Motion carried.

APPOINTMENTS

Consideration of an appointment to the EDC Advisory Committee Board. Commissioner Sands stated that all of the resumes were good, and he hopes that Mr. Ruiz will continue to attend board meetings. Commissioner Landes moved, seconded by Commissioner Ryan to approve the appointment of Tom Silovsky to the EDC Advisory Committee Board. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

Presentation of the Pawnee Mental Health proclamation.

EMS Week Proclamation, week of May 19 – 25, 2013 Mayor Aska Presenting.

Peace Officers' Memorial Day and Police Week Proclamation presented by Mayor Aska.

Proclamation Proclaiming National Public Works Week May 19- 25, 2013 in Junction City.

Finance Director Beatty presentation on financial reports.

Jeff White of Columbia Capital to present on City debt profile. (Exhibit A)

Jeff White of Columbia Capital to present on City bond refinance. (Exhibit A) Commissioner Landes asked if the refinance revenue could be saved. Mr. White stated that the Commission would decide how the funds could be used. Commissioner Landes asked if the payments would extend to 2024 regardless of the refinance. Mr. White responded yes. Finance Director Beatty stated that documents for the refinance would be presented at the next Commission meeting.

NEW BUSINESS

Consideration and award of bid of general liability and property insurance. Mayor Landes asked if the contract would be for 3 years. James Charlesworth stated that the term is one year, and cost for the interim would be prorated. Finance Director Beatty stated that in the future, the City should work toward providing self-insurance. Commissioner Ryan asked if the trust would cover paramedics and advanced EMTs. Mr. Charlesworth stated that he is certain it will, and he will follow up with a call on that confirmation. Commissioner McCallister asked why there is a 17% increase from Traveler's. Mr. Charlesworth stated that property values have changed, and the Joplin Tornado may be having an impact. Commissioner Landes moved, seconded by Commissioner McCallister to approve award of general liability and property insurance to Midwest Public Risk (MPR). Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner McCallister moved, seconded by Commissioner Sands to approve Ace Insurance Company with broker Cardinal Insurance for airport property and liability renewal. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of Amendment to Development Agreement Chestington Addition. Commissioner McCallister asked if two years is standard for covering improvement construction. Finance Director Beatty stated that two years allows for two weather cycles, and should be sufficient. Commissioner Sands moved, seconded by Commissioner Ryan to approve the Amendment to Development Agreement Chestington Addition. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of approving the Development Agreement with RDM Investments, LLC, and Richard Rothfuss, Managing Partner, concerning the final plat approval of land located on the east side of Spring Valley Road and north of Ponca Drive to be known as Quarry Oaks Addition Unit No. 1. Commissioner Sands moved, seconded by Commissioner McCallister to approve the Development Agreement for the Quarry Oaks Addition Unit No. 1 to the City of Junction City, Geary County, Kansas, and the Mayor and City Clerk is authorized to sign the Development Agreement for said plat. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and approval of a Resolution of Support and Administration for a KDOT Safe Routes to School Grant Application – 2014. Commissioner Landes asked what purposes the Special Highway funds are for. Municipal Services Director McCaffery stated that they are for roads and highways in addition to sidewalks; the Ash & Washington, and 6th & Franklin projects could fall into this program. Municipal Services Director McCaffery stated that much of the annual funds go to pay the debt. Commissioner McCallister asked if the funds could be used for general sidewalk maintenance. Municipal Services Director McCaffery stated that the funds would need to be used to make links such as that which was completed on Eisenhower from 6th St. to 8th St. Municipal Services Director

McCaffery stated that the sidewalks should be addressed by the comprehensive plan. Commissioner Landes moved, seconded by Commissioner Ryan to approve R-2719. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration and Approval of Award of Bid 2013 Street Maintenance – Concrete Repairs. Commissioner Sands moved, seconded by Commissioner McCallister to approve award the T&M Concrete for 2013 Street Maintenance Concrete Repairs in an amount not to exceed 109,600.25. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

Consideration of the expansion of the current Sundown Salute Freedom Run Memorial at Heritage Park. Commissioner Sands moved, seconded by Commissioner Landes to approve expansion of the current Sundown Salute Freedom Run Memorial at Heritage Park. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the appointment of Interim City Manager. Commissioner Sands stated that the City is behind with a lot of staff pay, and he is not comfortable with an increase at this time. Mayor Landes stated that the City will experience a cost savings with the open position. Commissioner McCallister stated that he is concerned about the workload for the interim City Manager; it is budget season. Finance Director Beatty stated that she will be working some late nights. Commissioner Landes moved, seconded by Commissioner Sands to approve the appointment of Cheryl Beatty as interim City Manager effective May 31, 2013. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried. Commissioner McCallister suggested that the salary be set at \$86,000 which is the maximum pay for the Finance Director position. Commissioner Landes stated that Cheryl is taking on many additional duties, and he feels that the recommendation of \$90,000 is fair. Commissioner Ryan stated that as a former Fire Chief, he understands the workload, and he agrees with the recommendation of \$90,000. Commissioner McCallister moved to set the interim City Manager pay to \$86,000. The motion failed due to the lack of a second. Commissioner Landes moved, seconded by Commissioner Ryan to set the interim City Manager pay at \$90,000. Ayes: Aska, Landes, Ryan. Nays: McCallister, Sands. Motion carried.

COMMISSIONER COMMENTS

Commissioner Landes stated that he attended a comedy performance at the Opera House that was great. Commissioner Landes warned people to watch for pedestrians while driving since the weather will be getting warmer.

Commissioner McCallister stated that the orientation and facilitator on Saturday were very good.

Commissioner Ryan concurred with Commissioner McCallister's assessment of the orientation. The Citizen's Fire academy will begin soon, and it is good that high school students will be attending who are considering the career.

Commissioner Sands stated that a neighbor of his experienced a sewer backup. There were 5 inches of sewage in the basement, and a lot was lost. City Manager Vernon stated that private insurance by the property owner is the answer; the City is responsible when the City causes the backup; many are due to natural events.

Commissioner McCallister stated that his experience is that a backflow preventer can solve many of these problems; the City needs to discuss options. Mayor Aska stated that the employees need to understand that citizens become very frustrated when these backups occur. Commissioner Sands stated that the citizens need to be educated on these issues.

Mayor Aska stated that the City wide cleanup was a great event.

STAFF COMMENTS

Municipal Services Director McCaffery stated that the Water Plant will hold an Open House, and a meal will be provided to those who attend.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Sands to adjourn at 9:30 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 21st DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 7, 2013.

Tyler Ficken, City Clerk

Cecil Aska, Mayor

SPECIAL CITY COMMISSION MEETING MINUTES

May 1, 2013

7:00p.m.

12:30 P.M. CALL TO ORDER

NEW BUSINESS

The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave on May 4, 2013. Commissioner Landes moved, seconded by Commissioner Ryan to approve a temporary Cereal Malt Beverage license to Sundown Salute for the Mud Bogg that will be held in the 900-1000 block of Grant Ave on May 4, 2013. Ayes: Aska, Landes, McCallister, Ryan, Sands.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Ryan to adjourn at 12:34 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 21st DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 1, 2013.

Tyler Ficken, City Clerk

Cecil Aska, Mayor

WORK SESSION COMMISSION MEETING MINUTES

May 4, 2013

7:00p.m.

8:45 A.M. CALL TO ORDER

The City Commission participated in discussion and orientation facilitated by Marla Flentje. The Commission identified the following as issues that they would like to address: debt management, streets & infrastructure, employee compensation, reserves, annexation, Ordinance G-1062.

ADJOURNMENT

Commissioner Landes moved, seconded by Commissioner Ryan to adjourn at 1:11 p.m. Ayes: Aska, Landes, McCallister, Ryan, Sands. Nays: none. Motion carried.

APPROVED AND ACCEPTED THIS 21st DAY OF MAY AS THE OFFICIAL COPY OF THE JUNCTION CITY COMMISSION MINUTES FOR MAY 4, 2013.

Tyler Ficken, City Clerk

Cecil Aska, Mayor

Backup material for agenda item:

- c. Consideration of Resolution R-2723, adoption of bylaws and appointment of member representative to Midwest Public Risk (MPR).

City of Junction City

City Commission

Agenda Memo

5-21-2013

From: Tyler Ficken, City Clerk
To: Gerry Vernon, City Manager
Subject: MPR Bylaws & member representative appointment

Objective: Consideration of Bylaws and approval of R-2723

Explanation of Issue: Midwest Public Risk (MPR) has provided the MPR Pool Bylaws for consideration by the Commission. Also, they have requested that we designate a member point of contact that will be responsible for interacting with the Pool. Here's a link to their website with a video explaining the responsibilities of a member representative; it also explains important sections of the Bylaws including expectations for participation, and member withdrawal penalties.

<http://www.mprisk.org/documents.aspx>

Budget Impact: The Commission approved selection of the MPR proposal on 5-7-2013. The expenditure is a cost reduction, and has been budgeted.

Alternatives: It appears the Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve R-2723

or

2. Table the item

Enclosures: R-2723, MPR Bylaws

Resolution No. 2723

A Resolution Approving Execution of Midwest Public Risk of Missouri Bylaws

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF JUNCTION CITY as follows:

Section 1: The City of Junction City hereby authorizes the execution of the Bylaws of Midwest Public Risk of Kansas in Substantially the form of EXHIBIT A attached hereto and incorporated herein by reference (the MPR Bylaws).

Section 2: The Finance Director, Cheryl Beatty, (Tyler Ficken, City Clerk as alternate) is appointed as the Member Representative, and is hereby authorized and directed to execute the MPR Bylaws on behalf of the City and to thereby bind the City of Junction City to comply with the terms and conditions of the MPR Bylaws.

Section 3: This resolution shall be in full force and effect from and after its passage and approval.

APPROVED BY THE JUNCTION CITY COMMISSION THIS 21st day of May, 2013.

Cecil Aska, Mayor

Attest:

Tyler Ficken, City Clerk

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MIDWEST PUBLIC RISK OF KANSAS

BYLAWS

Date of Adoption: May 6, 2009

Amended: December 20, 2011

WHEREAS, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

WHEREAS, The Kansas Municipal Group-Funded Pool Act, K.S.A. § 12-2616 et seq. (the “Group-Funded Pool Act”), as amended, authorizes five or more Kansas municipalities to form a not for profit business entity to provide liability and all other risk coverages for its members; and

WHEREAS, the Group-Funded Pool Act further authorizes qualifying municipalities in Kansas to join such entity; and

WHEREAS, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Kansas, Inc. (“MPR Kansas”) and intend that these Bylaws shall constitute a contract among them;

NOW THEREFORE, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings:

“**Code**” shall mean K.S.A. Chapter 17, Articles 60 to 74, inclusive, 1972 General Corporation Code.

“**Contribution(s)**” shall mean any payment required by MPR Kansas to be paid for the receipt by a Member of any MPR Kansas Program or Services, or to satisfy any other Member obligations under these Bylaws.

“**Coverage Document(s)**” shall mean the written documents approved by MPR Kansas and which are either issued by MPR Kansas or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

“**Member(s)**” shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Kansas to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which

qualify as political subdivisions, public governmental bodies, or quasi-public governmental bodies as specified in the Group-Funded Pool Act. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Kansas, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

“Member Representative(s)” shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Kansas and to carry out the obligations of a Member Representative under these Bylaws.

“Policy(ies) or Procedure(s)” shall mean any rules or guidelines which may be promulgated from time to time by the MPR Kansas Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Kansas.

“Program(s)” shall mean any coverages which are authorized by the Kansas Insurance Department and provided through MPR Kansas to its Members from time to time including, but not limited to, property and liability and employee benefits.

“Resolution(s)” shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

“Service(s)” shall mean those services which are provided through MPR Kansas to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

ARTICLE 2

NAME; PRINCIPAL OFFICE

Section 2.1 Name; Principal Office

The name of the corporation shall be Midwest Public Risk of Kansas, Inc. (hereinafter “MPR Kansas”).

The Board of Directors shall establish, at a location within the State of Kansas, MPR Kansas’s principal office.

ARTICLE 3

INTENT; NOT BUSINESS OF INSURANCE

Section 3.1 Intent

It is the intent of the Members that MPR Kansas shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Kansas through Contributions and the utilization of deductibles,

retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Kansas to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Kansas is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

Section 3.3 Not-for-Profit Organization

MPR Kansas shall be organized and operated as a not-for-profit corporation under Kansas law. No part of MPR Kansas's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Kansas shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Kansas.

ARTICLE 4 MPR KANSAS POWERS

Section 4.1 MPR Kansas Powers

MPR Kansas shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Kansas staff or MPR Kansas may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Kansas employees;
- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;

(h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;

(i) to establish such lines of coverage as permitted pursuant to K.S.A. 12-2617;

(j) to sue and be sued;

(k) to enter into contracts including, but not limited to, contracts with state pools located in other states which assist MPR Kansas in carrying out its powers herein;

(l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Kansas;

(m) to determine deductible and retention levels and the amount of risk to be retained by MPR Kansas or Members and the amount of risk to be transferred to others;

(n) to borrow money or issue bonds or other financial obligations to fund MPR Kansas Programs and Services;

(o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Kansas;

(p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;

(q) to declare and pay dividends and refunds as allowed by law;

(r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;

(s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Kansas; and

(t) to perform any such other acts which are allowed by law to be performed under the Code.

ARTICLE 5 MEMBERS

Section 5.1 Member Eligibility and Admission

Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws and have executed these Bylaws (or have otherwise assured MPR Kansas of their obligation to comply with these Bylaws) may be

accepted for membership. The Board of Directors of MPR Kansas may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Kansas.

Section 5.2 Member Rights

The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

- (a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;
- (b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;
- (c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and
- (d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Code.

Section 5.3 Member Obligations

The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Kansas Program or to receive at least one MPR Kansas Service;
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Kansas shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Kansas rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Kansas;
- (c) to promptly make all Contributions and other payments which are due to MPR Kansas at such times and in such amounts as shall be required by MPR Kansas;
- (d) with reasonable notice and during normal work hours, to permit MPR Kansas and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Kansas;
- (e) to report immediately to MPR Kansas, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Kansas;

(f) to cooperate fully with MPR Kansas claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Kansas, and to acknowledge that MPR Kansas has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Kansas to the Member;

(g) to implement, as finances and circumstances permit, MPR Kansas recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Kansas sponsored conferences and seminars;

(h) to report to MPR Kansas, as required by MPR Kansas Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;

(i) to provide MPR Kansas as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;

(j) to take an active role in the business of MPR Kansas, including assignment of personnel to serve on various MPR Kansas committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

Except as expressly set forth to the contrary in these Bylaws or MPR Kansas's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

Section 5.4 Limitations on Member Liability

Except as specifically required by MPR Kansas's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Kansas. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Kansas satisfies such obligation or responsibility in whole or in part.

Section 5.5 Annual Member Meeting

There shall be one annual membership meeting of MPR Kansas at 10:00 a.m. on the first Wednesday of October of each year at MPR Kansas's principal office or at such other time and place as may be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Kansas may be discussed at the annual membership meeting.

At the annual meeting, the President/CEO and chief financial officer of MPR Kansas shall report to the Members on the activities and financial condition of MPR Kansas.

Section 5.6 Special Membership Meeting

A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

Section 5.7 Quorum; Voting Rights

A quorum of Thirty-Three and One-Third percent (33 1/3 %) of Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative or his or her designee.

The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

Section 5.8 Withdrawal

A Member may withdraw from membership in MPR Kansas as of the end of MPR Kansas's fiscal year provided that such Member has given MPR Kansas at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Kansas Programs and Services as of the date of withdrawal. Members who withdraw from MPR Kansas shall remain eligible to receive any distributions, dividends or refunds for any full Program Year in which such Members participated in such proportion as provided herein; provided, however that, pursuant to K.S.A. 12-2621 any Member that

withdraws before the end of a Program Year shall not be eligible for any refunds or dividends for the Program Year that such Member failed to complete.

A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Kansas. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Kansas Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from MPR Kansas without complying with the foregoing obligations shall be obligated to pay to MPR Kansas liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Kansas. Member agrees to pay such liquidated damages within twenty (20) calendar days following receipt of the computation of the amount due. MPR Kansas and Member agree that the failure of Member to withdraw from MPR Kansas in accordance with the foregoing procedures shall cause damage to MPR Kansas in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Kansas.

Section 5.9 Termination

(a) Termination

A Member may be terminated from membership in MPR Kansas for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Kansas or contract for the receipt of any Services from MPR Kansas;
- (2) failure to make any Contribution due to MPR Kansas in accordance with the directives of the MPR Kansas Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Kansas;
- (4) failure to allow MPR Kansas and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Kansas;
- (5) failure to cooperate fully with MPR Kansas officers, employees, attorneys, claims adjusters or other agents;

(6) failure to file required reports with MPR Kansas or the filing of a false claim or report or any conduct which impairs the ability of MPR Kansas to carry out its purposes;

(7) adverse loss experience as determined by the Board of Directors;

(8) breach of any of Member's obligations under these Bylaws, MPR Kansas Coverage Documents, or MPR Kansas Policies and Procedures; or

(9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity.

(b) Notification; Hearing, Obligations

A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Kansas. A Member shall be terminated with not less than thirty (30) days notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Kansas stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Kansas. The President/CEO of MPR Kansas shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

A terminated Member shall forfeit all rights to any MPR Kansas refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

Section 5.10 Application of Sections 17-6501 to 17-6523 of the Code

The provisions of Sections 17-6501 to 17-6523 of the Code shall apply to MPR Kansas except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Kansas or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Kansas.

ARTICLE 6 BOARD OF DIRECTORS

Section 6.1 Powers; Election; Vacancies

The Board of Directors shall consist of seven (7) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the four largest Members as measured by total contributions paid in MPR Kansas's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by majority vote of the Members present at any duly constituted Member meeting; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

Section 6.2 Director Qualifications

All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Kansas is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Code.

Section 6.3 Director Compensation and Expenses

Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Kansas.

Section 6.4 Board Officers

The first agenda item, following roll call, at the annual Board of Directors meeting shall be the election of MPR Kansas officers. The Board of Directors shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. These officers shall immediately assume their offices and shall serve until the next annual Board of Directors meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of officers.

The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Kansas before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Kansas official records.

The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Kansas assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

Section 6.5 Board Powers

Except as otherwise required by law, MPR Kansas's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Kansas shall be exercised by or under the authority of, and the affairs of MPR Kansas shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, any Member who withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Kansas from such Member.

The Board of Directors shall execute a Risk Sharing Agreement with Midwest Public Risk of Missouri, a Missouri corporation ("MPR Missouri"), for the sharing of risk for health

and dental coverage between MPR Kansas and MPR Missouri, and shall fulfill all of its obligations under the Risk Sharing Agreement. The Board shall approve and execute a management and administration agreement with Midwest Public Risk (“MPR”) for implementation of the Risk Sharing Agreement.

The Board may enter into similar interlocal agreements with MPR Missouri for other types of coverage risks, and may enter into similar interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Kansas’s financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

Section 6.6 Committees

The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. No term shall exceed three (3) years nor shall any individual serve more than six (6) consecutive years on the same committee. The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs. In the case of committee vacancies, the appointment shall be for the remainder of the unexpired term. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

Section 6.7 MPR Kansas Policies and Procedures

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary, expedient or desirable for the operation and functioning of MPR Kansas. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

Section 6.8 Meetings

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Kansas officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors’ meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on

the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Kansas's principal office.

Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

ARTICLE 7 PRESIDENT/CEO

Section 7.1 President/CEO; Appointment; Authority

There is hereby created the position of President/Chief Executive Officer ("President/CEO") who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Kansas.

The President/CEO shall be MPR Kansas's chief executive officer and shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Kansas. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Kansas.

The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO's employment or job performance.

ARTICLE 8

COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS

Section 8.1 Coverage Documents

MPR Kansas Programs shall be described in separate Coverage Documents. MPR Kansas may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. When a Member has other valid and collectable insurance policies or other similar protection against losses covered by MPR Kansas, all MPR Kansas Programs for such lines of coverage shall be considered excess only and not primary or contributory.

Section 8.2 Modification of Coverage Documents and Conflicts

Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Kansas needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Kansas Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

Section 8.3 Coverage Questions; Appeals and Other Disputes

The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

The Board of Directors shall decide all other disputes between MPR Kansas and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

Section 8.4 Acceptance and Withdrawal of Coverages

No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Kansas.

Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses

the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Kansas rules pertaining to any obligation, claim or lawsuit covered by MPR Kansas.

Any Member who withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Kansas and the Member agree that it is not possible to calculate the damage to MPR Kansas which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Kansas and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

Section 8.5 Contributions

MPR Kansas Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

Section 8.6 Underwriting

Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

Section 8.7 General and Separate Funds

Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

Section 8.8 Commingling of Program Funds Prohibited

Contributions paid and any assets attributable thereto by Members for any MPR Kansas Program shall not be used or devoted to any purpose other than to pay losses and expenses

related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

Section 8.9 Member Privilege

The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Kansas Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 9 MPR KANSAS ASSETS

Section 9.1 MPR Kansas Assets

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Kansas, and any other assets obtained in any other manner by MPR Kansas, shall be the property of MPR Kansas. No Member shall have any right or claim to such MPR Kansas assets including, but not limited to, any excess or surplus funds held by MPR Kansas, except such that are authorized specifically by MPR Kansas's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Kansas, including but not limited to, any excess or surplus funds held by MPR Kansas, may be used for MPR Kansas purposes in such manner as the Board of Directors deems appropriate.

Section 9.2 Excess or Surplus Distributions

Provided that all statutory and regulatory requirements are complied with, including but not limited to the requirements of K.S.A. 12-2621(c), the Board of Directors, in its sole discretion, may determine to make distributions of excess or surplus funds from any Program to such Program's Members in such manner as the Board shall determine. Such distributions shall be limited to Members which were active participants in good standing in such Program throughout the entire Program Year for which a distribution was declared.

Section 9.3 Special Assessments

If, at any time, in the opinion of the Board of Directors, MPR Kansas's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Kansas, the Board of Directors shall develop a financial plan to restore MPR Kansas's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Kansas fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen, and shall be jointly liable for payment of claims to the extent of the assets of the pool, as required by K.S.A. 12-2618(e).

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Kansas Member at the time of the levying of the special assessment.

ARTICLE 10

STANDARD OF CARE; BOND; INDEMNIFICATION

Section 10.1 Standard of Care

Directors, officers and employees of MPR Kansas shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Kansas. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

Section 10.2 Bond

MPR Kansas may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

Section 10.3 Indemnification

MPR Kansas shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Kansas. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Kansas may also purchase liability insurance providing similar coverage for Directors, officers and employees.

ARTICLE 11

DISSOLUTION AND DISTRIBUTION

Section 11.1 Dissolution

MPR Kansas may be dissolved as of the last day of any MPR Kansas fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Kansas, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Kansas's Programs and Services and for the completion of MPR Kansas's dissolution and liquidation subject to the Code.

Section 11.2 Distribution of Assets

All net assets shall be distributed pro rata to the current and former Members of the respective programs. Such net assets shall be distributed, separately by Program by calculating the relative percentage of the total Program premium contributions for each Program paid by

each current and former Member during MPR Kansas's existence prior to the date of dissolution and multiplying the net assets by that percentage.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Intergovernmental Contract

These Bylaws shall constitute an intergovernmental contract among the Members and MPR Kansas. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

Section 12.2 Governing Law

These Bylaws shall be subject to, and governed by, the laws of the State of Kansas, including specifically the Code.

Section 12.3 Binding Effect

These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Kansas's prior written consent.

Section 12.4 Disputes

In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Kansas by a Member shall be brought only in the county in which MPR Kansas's principal office is located.

Section 12.5 Severability

These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

Section 12.6 Amendment

These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Kansas or the Members.

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AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Kansas and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Kansas shall not be effective unless and until a copy of the Resolution of the governing body of the Member which authorizes the execution of these Bylaws is delivered to MPR Kansas and is attached hereto.

Accepted:

Member

Signed

Title

Date

MPR Kansas

Signed:

Title

Date

Backup material for agenda item:

- d. Consideration and approval of request to block off parking space at 722 1/2 N. Washington for a Knights Templar's BBQ on May 27, 2013.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: Request to block off parking space for Knights Templar's BBQ

Objective: The Knights Templar's request to block off a parking space for a BBQ in conjunction with a Memorial Day Wreath Laying Ceremony.

Explanation of Issue: The Knights Templar's is hosting a wreath laying ceremony in Heritage Park at 1:00 pm on May 27, 2013. In conjunction with that event, they will provide a BBQ meal to all Knights Templar's that will be participating in the event.

Request is made to block off a parking space at 722 ½ N. Washington Street on the corner of 8th and Washington to put a grill on a trailer.

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny or modify the request.

Special Considerations: There are no special considerations.

Recommendation: Staff recommends approval of the request to block off a parking space at 722 ½ N. Washington for the Knights Templar's BBQ.

Suggested Motion: Move to approve the request to block off a parking space at 722 ½ N. Washington on May 27, 2013 for the Knights Templar's BBQ.

Enclosures: Knights Templar's request and flyer



York Rite Bodies of
Junction City of Kansas
P.O. Box 304
Junction City, Kansas 66441-0304

Greetings Police Chief, City Commission,

On 27 May 2013 I will like to provide a BBQ meal to all Knights Templar's that will be participating in this event. I will like permission to use a parking space to put a grill on a trailer by Bldg. 722 ½ Washington on the corner of 8th street and Washington. I may be contacted at 785-375-6153. Flyer Attached.

Thank you,


E.. Commander Robert Maldonado Sr.



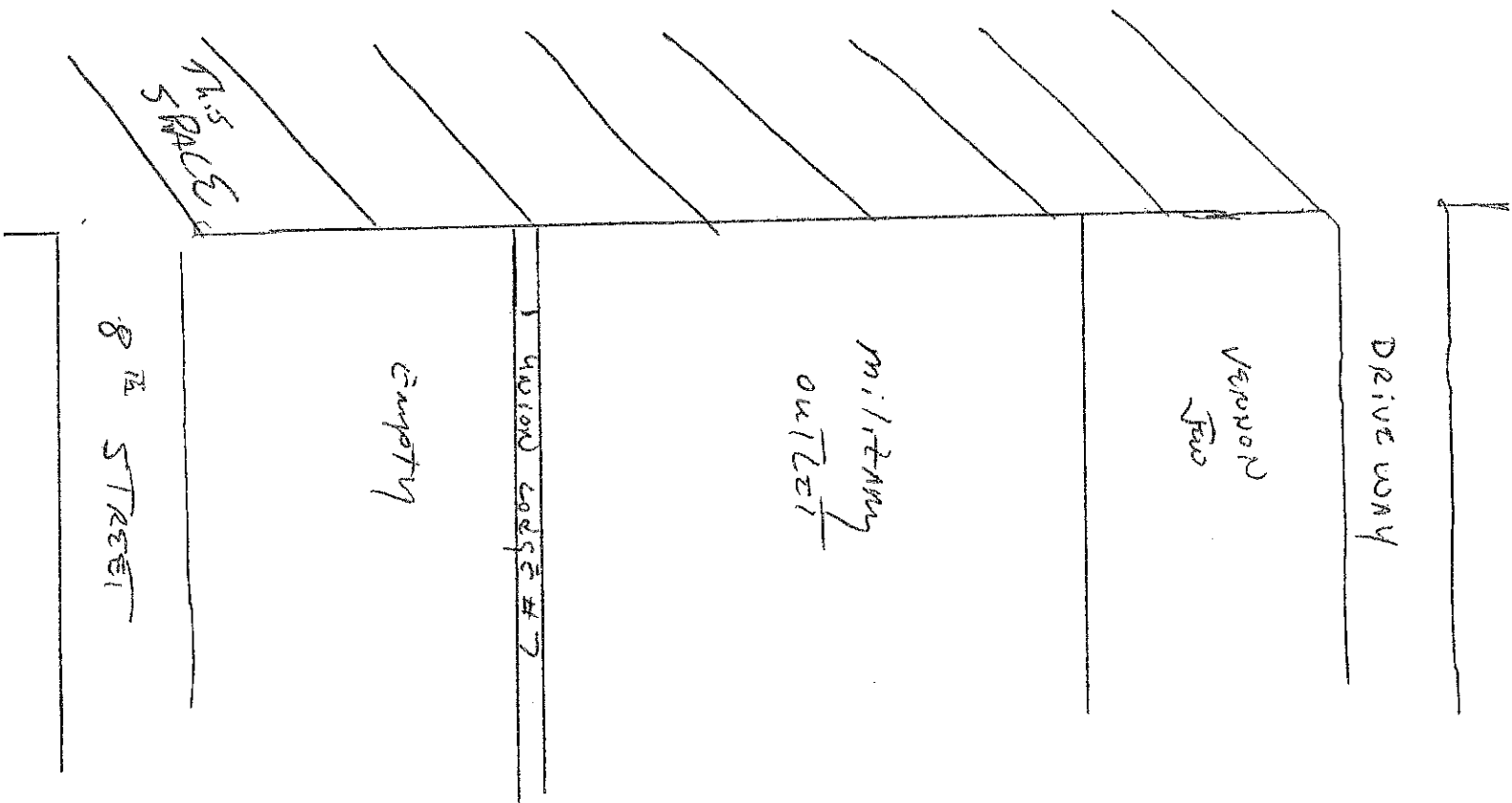
E. Commander Robert
Maldonado, Sr.

Email :
prrock43@yahoo.com

Phone: 785-375-6153

Lady Corine
Maldonado

JUNCTION CITY COMMANDERY #43





Junction City

Commandery #43

Knights Templar

Announce

Grand Commandery of Knights Templar of
Kansas
25th Year
Memorial Day Wreath Laying Ceremony

27th May 2013

1:00 pm

Heritage Park
Corner of
6th and Washington
Junction City

Hosted by
Junction City Knights Templar

Open to the Public

Backup material for agenda item:

- e. The consideration and approval of the noise waiver, animal ordinance waiver, Resident, Transient, and Itinerant and Peddler waiver, authorization to discharge fireworks and authorization to ban bicycles and skateboards for Sundown Salute for July 3-6, 2013 in Heritage Park.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: Sharon Glessner, Sundown Salute Executive Director
To: Gerry Vernon, City Manager and City Commission
Subject: Ordinance Waivers for Sundown Salute 2013

Objective: Waiver of various ordinances and other sundry items for the Sundown Salute event to be held July 3-6, 2013.

Explanation of Issue: The Sundown Salute event will be held in Heritage Park, 127 West 6th Street, Junction City, KS. In order to hold the event as in the past and as currently planned, they are requesting the following:

- 1) Waiver of the noise ordinance for July 3-6, 2013.
- 2) Waiver of the animal ordinance - Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to seeing eye dogs and those animals contracted by Sundown Salute, Inc. or the Junction City Police Department.
- 3) Resident, Transient and Itinerant and Peddler Ordinance - Request that craft and food vendors be allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from July 3-6, 2013 without a city license. This waiver would apply only to those vendors registered with Sundown Salute, Inc.
- 4) Request authorization to discharge fireworks at approximately 10:00 pm on July 4, 2013 from the 200 block of East 6th Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) Bicycles / Skateboards - Request authorization to ban bicycles and skateboards in Heritage Park from July 3-6, 2013.
- 6) Request is made to close the following streets from July 2 – July 7, 2013:
 - a) 100 block of West 5th Street
 - b) 100 and 200 block of West 6th Street
 - c) 500 block of North Washington
 - d) 500 and 600 block of North Jefferson

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny, or postpone the event.

Special Considerations: There are no special considerations.

Recommendation: Staff recommends approval of the request for waivers of City ordinance and the authorization to discharge fireworks and ban bicycles and skateboards in Heritage Park for Sundown Salute 2013.

Enclosures: Sundown Salute memo from Sharon Glessner, Executive Director

Memo

To: Tim Brown, Chief of Police
From: Sharon Glessner, Executive Director
Sundown Salute, Inc.
CC: Gerry Vernon, City Manager
Date: May 13, 2013
Re: Sundown Salute

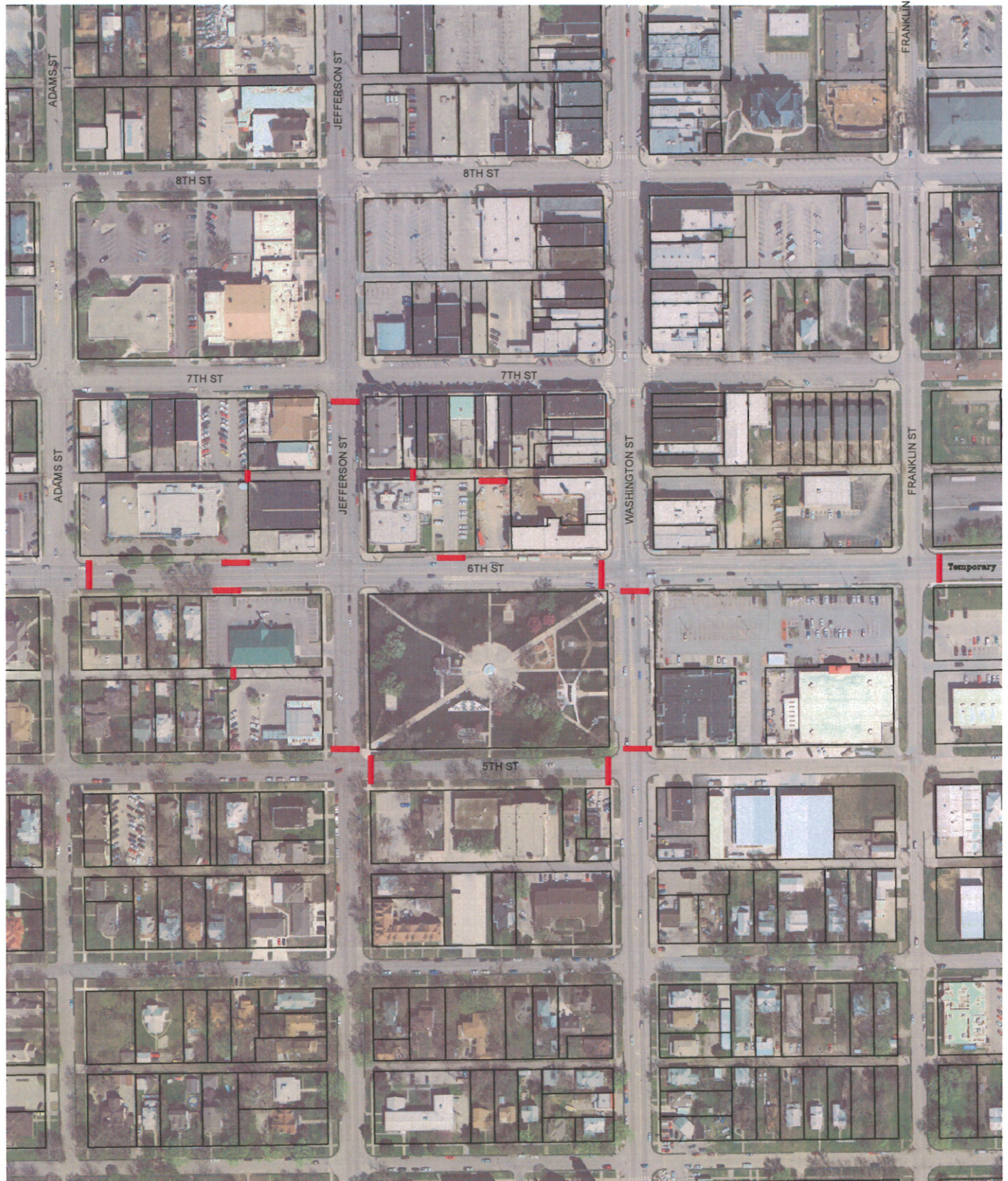
Sundown Salute is scheduled for 07/03/13 – 07/06/13

The event will be held in Heritage Park, 127 West 6th Street, Junction City, KS 66441.

On behalf of the Sundown Salute committee, I am requesting that you waive the following:

- 1) **Noise Ordinance** for 07/03/13 - 07/06/13
- 2) **Animal Ordinance** – Request that all animals and reptiles be banned from Heritage Park and all areas being used by Sundown Salute. This ban would not apply to seeing eye dogs and those animals contracted by Sundown Salute, Inc or the Junction City Police Department.
- 3) **Resident, Transient and Itinerant Peddler Ordinance** – Request that craft and food vendors are allowed to set up and sell their products in Heritage Park and all areas being used by Sundown Salute from 07/03/13 - 7/06/13 without a city license. This waiver would apply only to those vendors registered with Sundown Salute, Inc.
- 4) **Fireworks** – Request authorization to discharge fireworks at approximately 10:00 pm on 07/04/13 from the 200 block of East 6th Street. Fireworks will be banned in Heritage Park and within 500 feet of Heritage Park.
- 5) **Bicycles / Skateboards** – Request authorization to ban bicycles and skateboards in Heritage Park from 07/03/13 - 07/06/13.
- 6) **Road Closures** – Request authorization to close the following roads from July 2, 2013 thru July 7, 2013. See attachments.

Sharon Glessner
Executive Director
Sundown Salute, Inc.



ENGINEERING DEPARTMENT
CITY OF JUNCTION CITY, KANSAS
700 N. JEFFERSON
JUNCTION CITY, KS 66441

CITY OF JUNCTION CITY AREA LOCATION MAP

DATE: May 2013 DRWN: c. mahieu FILE:

Aerial Location map
Street Closures + Detour Routes
Junction City Business District
2013 Sundown Salute Celebration

SCALE: N.T.S.

April 29, 2013

Kansas Department of Transportation
Dale Hershberger
731 W. Crawford Street
Clay Center, KS 67432

Dear Mr. Hershberger:

Starting July 2, 2013 and ending July 8, 2013, the City of Junction City will be hosting our annual Fourth of July festival, Sundown Salute. As part of the celebration, we would like to close two major streets in town. We intend to close Sixth Street (Hwy K-18) from Adams Street to Washington Street. We will also be closing Washington Street (Hwy 57/40) from Fifth Street to Sixth Street. Streets will be closed using NCHRP 350 Compliant barricades. Traffic from Sixth Street will be detoured Fourth Street or Seventh Street. Traffic from Washington Street will be detoured to Franklin Street. Appropriate signage will be placed on the barricades routing traffic to detoured streets.

If you have any questions concerning this request, please feel free to contact me at (785)492-8321.

Thank you for your consideration in this matter.

Sincerely,

Sharon Glessner
Executive Director

Backup material for agenda item:

- f. The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 6, 2013.

**City of Junction City
City Commission
Agenda Memo**

May 21, 2013

From: Gregory S. McCaffery, Assistant City Manager
To: Gerry Vernon, City Manager and City Commissioners
Subject: **2013 Sundown Salute**

Objective: The consideration and approval for a temporary Cereal Malt Beverage license to Sundown Salute in Heritage Park to be held July 3-July 6, 2013.

Explanation of Issue: City staff has received application for a temporary Cereal Malt Beverage license from Sundown Salute for the event scheduled for July 3 – July 6, 2013. The license will need to be dated from July 2, 2013 for CMB delivery, through July 8, 2013 for CMB pick up. CMB sales will only occur on July 4, 5, and 6, 2013. The event will be held in Heritage Park. Commission approval is required for the temporary license.

Budget Impact: A temporary Cereal Malt Beverage license costs \$25.00 per day.

Alternatives: The Commission may approve, deny, or postpone these items.

Recommendation: Staff recommends approval for the temporary Cereal Malt Beverage license to Sundown Salute for the event that will be held in Heritage Park on July 3 – July 6, 2013.

Suggested Motion:

Commissioner _____ moves to approve the temporary Cereal Malt Beverage license to Sundown Salute for the event to be held in Heritage Park on July 3 – July 6, 2013.

Commissioner _____ seconded the motion.

Backup material for agenda item:

- g. The consideration and approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W 5th St.

City of Junction City City Commission Agenda Memo

May 21, 2013

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 223 W 5th St– Resolution 2720

Objective: The consideration and approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W 5th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Apartments
Address: 223 W 5th St
Owner: The Pentecostal Church
Mailing Address: PO Box 1192 Junction City, KS 66441

The City of Junction City is requesting approval of Resolution 2720, setting a public hearing date of July 2, 2013.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W 5th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2720, setting a public hearing date of July 2, 2013 to address condemnation of 223 W 5th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2720, Demolition Evaluation Form

RESOLUTION NO. 2720

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on the 21st day of May, 2013, file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on the 21st day of May, 2013, the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

That a hearing will be held on the 2nd day of July, 2013, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

223 W 5th St, legally described as:

Lot 6 and the West Half of Lot 5, Except the East 13 Feet of the West Half of Lot 5, Block 44, Original Townsite, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

ADOPTED THIS 21ST DAY OF MAY, 2013.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 223 W 5th ST.		Inspector: AARMANN	Inspection Date: 12/26/12
Legal Description: JCT CITY PL		BLK 44	
Structure Use: APARTMENTS	SqFt Estimate # Rooms	Parcel I.D. 031-111-12-0-20-17-003.00-0	
Property Owner: PENECOSTAL CHURCH OF JESUS CHRIST	Address: P.O. Box 1192 JC, KS	Appraiser's Value \$ 56,720	
		City/State/Zip: JUNCTION CITY, KS 66441	

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input checked="" type="checkbox"/> STONE <input type="checkbox"/> SLAB <input checked="" type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	FOUNDATION WALL NEEDS TO BE REPLACED OR REPAIRED. TUCK AND POINT ENTIRE BD.
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage	3	HAS SIDING MISSING IN SEVERAL PLACES, DETERIORATED, NEEDS PAINT
SIDING MATERIAL USED: FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	3	NEED TO BE CAULKED AND SEALED, PAINTED
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage	2	DETERIORATED, NEEDS ENTIRE ROOF REPLACED
ROOFING MATERIALS USED: FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure.	3	DETERIORATED, ROOF NEEDS REPLACED
CONSTRUCTION MATERIALS USED: FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures	2	SERVICE IS NOT ON. MUST BE BROUGHT UP TO CODE
SERVICE AMPERAGE: FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell.	2	NO SERVICE TO STRUCTURE
WATER PIPING MATERIALS: FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	2	NO GAS TO STRUCTURE
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION	RATE	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
FLOOR COVERINGS	RATE	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
APPARENT FIRE HAZARDS/FIRE ALARMS	RATE	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
IMPROPER OCCUPANCY	RATE	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- h. The consideration and approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W 12th St.

City of Junction City City Commission Agenda Memo

May 21, 2013

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 416 W 12th St– Resolution 2722

Objective: The consideration and approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W 12th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 416 W 12th St
Owner: Gary Richard Woodruff
Mailing Address: PO Box 53414 Houston, TX 77052

The City of Junction City is requesting approval of Resolution 2722, setting a public hearing date of July 2, 2013.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W 12th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2722, setting a public hearing date of July 2, 2013 to address condemnation of 416 W 12th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2722, Demolition Evaluation Form

RESOLUTION NO. 2722

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on the 21st day of May, 2013, file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on the 21st day of May, 2013, the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

That a hearing will be held on the 2nd day of July, 2013, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

416 W 12th St, legally described as:

Lot 17, Bloc 11, Cuddy's Addition, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

ADOPTED THIS 21ST DAY OF MAY, 2013.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 416 W 12th	Inspector: KARMANN	Inspection Date: 4/11/13
Legal Description:		Parcel I.D.
Structure Use: SFD	SqFt Estimate # Rooms	Appraiser's Value \$45,100
Property Owner: GARY RICHARD WOODRUFF	Address: PO BOX 53414 HOUSTON, TX 77056	City/State/Zip: HOUSTON, TEXAS 77502

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input type="checkbox"/> SLAB <input checked="" type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	NEEDS REPAIR, ALSO TUCK AND POINT
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage SIDING MATERIAL USED: STUCCO	4	DETERIORATED, HOLES
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	3	HAS DETERIORATED TRIM AROUND WINDOWS, BROKEN WINDOW
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage ROOFING MATERIALS USED:	3	HOLES, NEEDS TOTAL REPLACEMENT
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	2	REAR FALLING IN AND NEEDS TOTAL REPLACEMENT
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	4	APPEARS SERVICE IS ACTIVE
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	2	NO ACTIVE WATER ACCOUNT
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	2	NO CURRENT GAS SERVICE
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.	RATE	
FLOOR COVERINGS Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.	RATE	
APPARENT FIRE HAZARDS/FIRE ALARMS Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.	RATE	
IMPROPER OCCUPANCY Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.	RATE	
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- i. The consideration and approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W 7th St.

**City of Junction City
City Commission
Agenda Memo**

May 21, 2013

From: Mark Karmann, Codes Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 440 W 7th St– Resolution 2721

Objective: The consideration and approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W 7th St.

Explanation of Issue: The following structure has been found unsafe or dangerous:

Structure: Single Family Dwelling
Address: 440 W 7th St
Owner: True Trim Home Services, Inc
Mailing Address: 505 W Oak Junction City, KS 66441

The City of Junction City is requesting approval of Resolution 2721, setting a public hearing date of July 2, 2013.

Budget Impact: If process continues, it may cost up to \$10,000.00 to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and will reimburse any charges to this account.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W 7th St.

Suggested Motion:

Commissioner _____ moves to approve Resolution 2721, setting a public hearing date of July 2, 2013 to address condemnation of 440 W 7th St.

Commissioner _____ seconded the motion.

Enclosures: Resolution 2721, Demolition Evaluation Form

RESOLUTION NO. 2721

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF JUNCTION CITY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AN UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to Section 560.040 of the Code of the City of Junction City, Kansas, The Enforcing Officer of the City of Junction City did on the 21st day of May, 2013, file with the Governing Body a statement in writing that the structure hereinafter described, is unsafe and dangerous, and

WHEREAS, on the 21st day of May, 2013, the Governing Body of the City of Junction City, Kansas heard a report from the Enforcing Officer describing the condition of said property;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

That a hearing will be held on the 2nd day of July, 2013, before the Governing Body at 7:00 pm in the City Council Chambers of the City Hall located at 700 North Jefferson, Junction City, Kansas 66441, at which time the owner, his or her agent, any lienholder of record, and any occupants of the structure located at:

440 W 7th St, legally described as:

See Exhibit A, Junction City, Kansas

may appear and show cause why such structure should not be condemned and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this resolution to be published once in the official city newspaper and be mailed by certified mail within three (3) days after its publication to each owner, agent, lienholder and occupant at his/her or its last know place of residence and shall be marked "deliver to addressee only".

ADOPTED THIS 21ST DAY OF MAY, 2013.

Mayor

ATTEST:

City Clerk

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 440 W 7th		Inspector: KARMANN	Inspection Date: 4/11/13
Legal Description:		Parcel I.D. 031-111-11-0-10-01-008	
Structure Use: SFD	SqFt Estimate # Rooms	Appraiser's Value \$75,180	
Property Owner: TRUE TRIM HOME SERVICE	Address: 505 W OAK ST.	City/State/Zip: JUNCTION CITY, KS 66449	

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input checked="" type="checkbox"/> BLOCK <input checked="" type="checkbox"/> STONE <input type="checkbox"/> SLAB <input type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	DETERIORATED, NEEDS REPAIRED AND TUCK POINT
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage	4	NEEDS PAINTED AND HOLES REPAIRED
SIDING MATERIAL USED:	4	
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	2	UNSECURED, BROKEN WINDOWS, NEEDS PAINTED
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage	2	HOLES IN ROOF, MISSING SHINGLES, NEEDS REPLACED
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure. CONSTRUCTION MATERIALS USED:	2	DETERIORATED, FALLING DOWN, IN NEED OF REPLACE
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring. Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	2	NEEDS COMPLETELY REBUILT
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	2	NO ACCOUNT OR RUNNING WATER
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	2	NO GAS SERVICE NEEDS REPLACEMENT
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.	RATE	
FLOOR COVERINGS Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.	RATE	
APPARENT FIRE HAZARDS/FIRE ALARMS Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.	RATE	
IMPROPER OCCUPANCY Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.	RATE	
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- a. Presentation of the 2013 Relay for Life Proclamation.

**American Cancer Society Relay For Life
Proclamation for
Junction City, Kansas**

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone ever diagnosed with cancer) and remembers those lost to the disease; and

WHEREAS, money raised during the American Cancer Society Relay For Life of Geary County helps support research, education, advocacy, and patient services; and

WHEREAS, Relay For Life helps fund more than \$100 million in cancer research each year; and

NOW THEREFORE BE IT RESOLVED, that I, **Mayor Cecil Aska** of the City of Junction City, do hereby proclaim Friday, May 31, 2013 as,

"RELAY FOR LIFE DAY"

in Junction City and encourage citizens to participate in the American Cancer Society Relay For Life of Geary County at Junction City High School Track & Field, Junction City, KS.

Cecil Aska, Mayor

Tyler Ficken, City Clerk

Backup material for agenda item:

- a. Consideration to refinance City debt Series 2013A.

Junction City Commission Agenda Memo

Meeting Date: May 21, 2013

From: Cheryl Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: Authorization to Execute Series 2013 General Obligation Refunding Bonds

Objective: To produce economic savings by refinancing higher cost bonds with lower cost bonds.

Explanation of Issue: The City's financial advisor, Columbia Capital, has identified portions of three bond issues that can be refinanced to produce economic savings. This agenda item seeks the Commission's authorization to pursue a debt refinancing to take advantage of these savings. Columbia Capital's estimate of the value of the savings based upon current markets is approximately \$490,000 in 2013 dollars at the City's current rating level, more than 6.3% of the value of the bonds being refunded. The estimated size of the refunding is \$8 million and the bonds will be offered in the market through a competitive bidding process.

Budget Impact: Columbia Capital's proposed structure would accelerate the bulk of the interest rate savings—approximately \$460,000—into the FY13 budget without increasing scheduled debt service in any future year beyond current levels. The purpose of this structure is to allow the City to use the economic savings from the refinancing to fund capital projects that it would otherwise finance through the issuance of bonds. Because the City's authority to issue general obligation bonds is limited, this structure provides the effects of a \$460,000 bond issuance with a nine-year repayment term without any negative effect on the City's debt limit. As long as the savings is used to fund one-time costs, such as capital improvements, Columbia Capital believes the City's rating agency, Standard and Poor's, will view the structure positively.

Alternatively, the City can choose to structure savings to occur proportionate to debt service scheduled in each year, generating budgetary savings over time. This approach would not, however, allow for a meaningful investment in capital improvements in any single year.

Recommendation: We recommend the Commission's adoption of a resolution authorizing staff to work with bond counsel and the financial advisor to execute the refunding, currently scheduled for June 4, 2013. We further recommend the Commission's expression of support for the recommended front-loading of refunding savings to be used to finance capital improvements. On June 4, 2013, following pricing of the bonds, we will seek the Commission's final action on the bond ordinance and resolution, ratifying the results of the bond sale earlier that day.

Alternatives: The Commission could approve the refunding transaction, but direct staff to structure the schedule of savings in a different manner. It could also decline to execute the refunding. A delay in execution may positively or negatively impact future refunding savings, based upon the direction of interest rate markets in the interim. A delay in execution beyond September 2013 would eliminate the ability of the City to recognize budgetary savings in its 2013 fiscal year.

Enclosure: Summary of Potential Refunding Savings, R-2724 Continuing Disclosure, R-2725 Offering for Sale of General Obligation Refunding Bonds, Notice of Bond Sale, Redemption Documents, Preliminary Official Statement

Junction City, Kansas

Refunding Analysis | Pro Forma Scenario: Structured for FY 2013 Savings

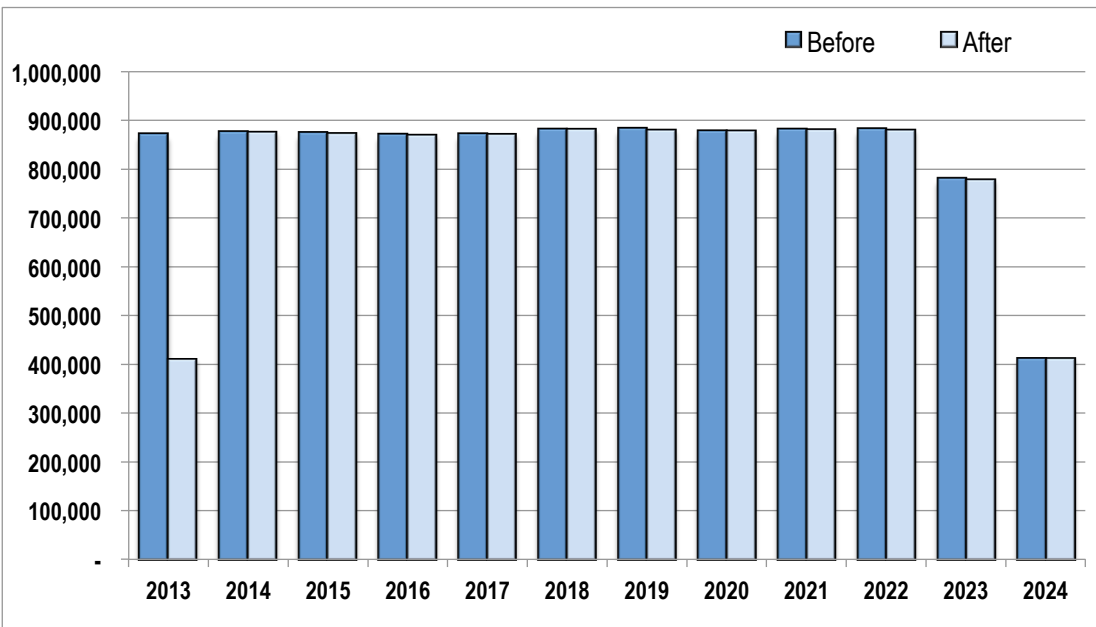
5/15/13

Pro Forma Savings Results

Bond Series	Refunding Type	Call Date	Refunded Principal	Present Value Savings \$	Present Value Savings %	True Interest Cost %
2001 DK	Current	9/1/2011	825,000	85,450	10.36%	2.12%
2003 DL	Current	9/1/2013	3,200,000	232,155	7.25%	2.29%
2004 DN	Advance	9/1/2014	3,700,000	172,469	4.66%	2.46%
			7,725,000	490,074	6.34%	2.36%

Pro Forma Fiscal Year Debt Service Schedule

Fiscal Year (Ending Dec 31)	2001DK Debt Service	2003DL Debt Service	2004DL Debt Service	Total Existing Debt Service	Total Debt Service After Refunding	Refunding Savings
2013	102,895.00	369,260.00	400,572.50	872,727.50	410,600.90	462,126.60
2014	105,197.50	370,860.00	400,972.50	877,030.00	874,275.00	2,755.00
2015	107,222.50	366,860.00	400,972.50	875,055.00	871,475.00	3,580.00
2016	103,922.50	367,425.00	400,572.50	871,920.00	868,475.00	3,445.00
2017	105,547.50	367,355.00	399,772.50	872,675.00	870,275.00	2,400.00
2018	106,907.50	366,630.00	408,152.50	881,690.00	880,025.00	1,665.00
2019	107,955.00	370,230.00	405,552.50	883,737.50	878,875.00	4,862.50
2020	103,680.00	367,930.00	407,067.50	878,677.50	877,125.00	1,552.50
2021	104,360.00	369,910.00	407,605.00	881,875.00	879,775.00	2,100.00
2022	104,800.00	370,935.00	407,135.00	882,870.00	878,975.00	3,895.00
2023	-	370,975.00	410,805.00	781,780.00	776,975.00	4,805.00
2024	-	-	413,367.50	413,367.50	412,775.00	592.50
TOTAL	1,052,487.50	4,058,370.00	4,862,547.50	9,973,405.00	9,479,625.90	493,779.10



Assumptions: June 2013 closing, pricing based on recent comparable market transactions, \$10 per bond underwriting takedown, \$125k cost of issuance, refunding structured to produce FY 2013 savings, 8-year par call



316-267-2091 MAIN
316-262-6523 FAX
GILMOREBELL.COM

GILMORE & BELL PC
ONE MAIN PLACE - 100 NORTH MAIN, SUITE 800
WICHITA, KANSAS 67202-1311

KANSAS CITY
ST. LOUIS
OMAHA | LINCOLN

May 15, 2013

Ms. Cheryl S. Beatty,
Assistant City Manager/Finance Director
City of Junction City, Kansas
City Hall
700 Jefferson
Junction City, Kansas 66441

Re: City of Junction City, Kansas – Omnibus Continuing Disclosure Undertaking

Dear Cheryl:

The Securities and Exchange Commission (the “SEC”) has promulgated Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”) and regulations relating to continuing disclosure requirements that effect obligations issued by governmental units. Timely and complete continuing disclosure is a major emphasis of federal securities regulators, including the SEC’s recent request for greater authority to regulate disclosures related to municipal securities due to the perceived widespread failure of issuers to comply with continuing disclosure obligations.

The City of Junction City, Kansas (the “Issuer”) has heretofore issued certain obligations and anticipates future issuances of additional obligations which are or will be subject to the Rule (collectively, the “Bonds”). In conjunction with issuance of the Bonds, the Issuer has entered into continuing disclosure undertakings to provide for submission of annual reports and notices of certain material events relating to such Bonds while the obligations are outstanding. Such reports and notices are required to be filed with the SEC via the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the Municipal Securities Rulemaking Board, which can be accessed at www.emma.msrb.org.

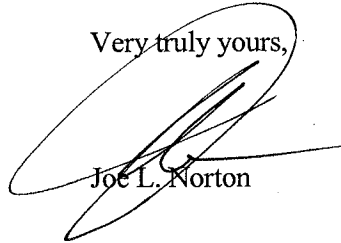
Attached hereto is a form of Omnibus Continuing Disclosure Undertaking which will consolidate the continuing disclosure obligations of the Issuer with respect to its outstanding Bonds and Bonds issued in the future payable from the same revenue source and enhance the efficiency of the administration of the Issuer’s prior and future disclosure undertakings under the Rule.

Also attached hereto is a form Excerpt of Minutes and Resolution adopting the Omnibus Continuing Disclosure Undertaking. We can arrange a special post-issuance securities compliance call or meeting to discuss and answer questions regarding the Omnibus Continuing Disclosure Undertaking, if it would be helpful to you and other Issuer representatives.

After your review of the attachments, if there are no questions or comments, the Resolution and Omnibus Continuing Disclosure Undertaking should be presented to the governing body at your meeting on May 21, 2013 after the sale resolution for the Series 2013A Bonds. Once adopted, please retain a signed copy of the Excerpt of Minutes, the Resolution and the Omnibus Continuing Disclosure Undertaking (including Clerk’s Certification) in your permanent records and furnish a copy of each to the undersigned for our records.

Should you have any questions, please feel free to contact the undersigned.

Very truly yours,



Joe L. Norton

JLN:kbd

Enclosures

cc Distribution List

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS
HELD ON MAY 21, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

**A RESOLUTION PROVIDING FOR THE ADOPTION OF AN OMNIBUS
CONTINUING DISCLOSURE UNDERTAKING RELATING TO OBLIGATIONS
ISSUED AND TO BE ISSUED BY THE CITY OF JUNCTION CITY, KANSAS.**

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. R-2724 and was signed by the Mayor and attested by the Clerk.

* * * * *

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(Other Proceedings)

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. R-2724

A RESOLUTION PROVIDING FOR THE ADOPTION OF AN OMNIBUS CONTINUING DISCLOSURE UNDERTAKING RELATING TO OBLIGATIONS ISSUED AND TO BE ISSUED BY THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the City of Junction City, Kansas (the “Issuer”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State of Kansas (the “State”); and

WHEREAS, pursuant to the Constitution and statutes of the State, the Issuer is authorized to issue bonds, notes, leases, certificates and other instruments that evidence indebtedness (collectively, the “Obligations”) to finance certain improvements, projects and programs of the Issuer; and

WHEREAS, the Securities and Exchange Commission (the “SEC”) has promulgated Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”), which relates to filing of certain financial information and operating data on an annual basis and notices of certain material events; and

WHEREAS, the Issuer has heretofore issued certain Obligations and anticipates future issuances of additional Obligations which are or will be subject to the Rule (collectively, the “Bonds”); and

WHEREAS, the Issuer is committed to timely and accurate secondary market disclosure relating to the Bonds that are consistent with the Rule; and

WHEREAS, in connection with the issuance of one or more prior issues of Bonds, the Issuer entered into one or more continuing disclosure undertakings (collectively, the “Prior Undertakings”) to assist the underwriter of such Bonds in complying with its obligations under the Rule; and

WHEREAS, in pursuance of the Rule, the Issuer desires to adopt an omnibus continuing disclosure undertaking that will consolidate the obligations of the Issuer under the Rule with respect to the Bonds and the Prior Undertakings to enhance efficiency of the administration of Prior Undertakings and promote timely disclosure by the Issuer.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS:

Section 1. Omnibus Continuing Disclosure Undertaking. In order to comply with the provisions of the Rule and directives of the SEC, the governing body of the Issuer hereby approves the form of the Omnibus Continuing Disclosure Undertaking, substantially in the form presented herewith (the “Omnibus Undertaking”). The Mayor is hereby directed to execute the Omnibus Undertaking, with such changes as legal counsel to the Issuer and the Mayor shall approve (whose signature thereon shall constitute conclusive evidence of such approval).

Section 2. Permanent Record. A copy of the Omnibus Undertaking shall be placed in the permanent records of the Issuer and shall be available for public inspection during regular business hours of the Issuer.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the Issuer.

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ADOPTED AND APPROVED by the governing body of the City of Junction City, Kansas, on May 21, 2013.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. R-2724 of the City of Junction City, Kansas adopted by the governing body on May 21, 2013 as the same appears of record in my office.

DATED: May 21, 2013.

Clerk

THE CITY OF JUNCTION CITY, KANSAS

OMNIBUS CONTINUING DISCLOSURE UNDERTAKING

DATED AS OF MAY 21, 2013

OMNIBUS CONTINUING DISCLOSURE UNDERTAKING

THIS OMNIBUS CONTINUING DISCLOSURE UNDERTAKING (the “Disclosure Undertaking”), dated as of May 21, 2013, is executed and delivered by the City of Junction City, Kansas (the “Issuer”).

RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer, pursuant to a resolution adopted by the governing body of the Issuer to consolidate the continuing disclosure obligations of the Issuer with respect to the Bonds and the Prior Undertakings, both as defined below, to enhance efficiency of the administration of Prior Undertakings and promote timely disclosure by the Issuer.

2. The Issuer is executing this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist each Participating Underwriter in complying with the SEC Rule, as defined below. The Issuer is the only “obligated person,” as defined in the SEC Rule, with responsibility for continuing disclosure hereunder.

3. This Disclosure Undertaking shall apply with respect to any series of Bonds issued prior to the effective date hereof and subject to the SEC Rule.

In consideration of the foregoing, the Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Undertaking, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Disclosure Undertaking, which may include the Issuer's CAFR, so long as the CAFR contains the Financial Information and Operating Data.

“**Beneficial Owner**” means, with respect to a series of Bonds, any registered owner of any Bonds of such series and any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds of such series (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds of such series for federal income tax purposes.

“**Bond Insurer**” means the provider of the bond insurance policy, if any, for any series of Bonds.

“**Bond Resolution**” means collectively the ordinance(s) and/or resolution(s) of the governing body of the Issuer authorizing the issuance of each series of the Bonds.

“**Bonds**” means all bonds, notes, installment sale agreements, leases or certificates intended to be a debt obligation of the Issuer identified on **Schedule 1** as such schedule may be supplemented and amended and, as context may require, the Bonds of any particular series identified on **Schedule 1**. The Issuer may make future series of Bonds subject to this Disclosure Undertaking by incorporating by reference in a Bond Resolution or executing a certificate to such effect in conjunction with the issuance of such series of Bonds.

“**Business Day**” means a day other than: (a) a Saturday, Sunday or legal holiday; (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office

of the trustee, any paying agent or a Dissemination Agent, as applicable, is located are required or authorized by law to remain closed; or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“CAFR” means the Issuer's Comprehensive Annual Financial Report, if any.

“Designated Agent” means the Issuer or one or more other entities designated in writing by the Issuer to serve as a designated agent of the Issuer for purposes of this Disclosure Undertaking.

“Dissemination Agent” means the Issuer, or one or more other entities designated in writing by the Issuer to serve as dissemination agent pursuant to this Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation substantially in the form attached hereto as *Exhibit C*.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Financial Information” means the financial information of the Issuer described in *Section 2(a)(1)* hereof.

“Fiscal Year” means the one-year period ending December 31, or such other date or dates as may be adopted by the Issuer for its general accounting purposes.

“GAAP” means generally accepted accounting principles, as applied to governmental units, as in effect at the time of the preparation of the Financial Information.

“Issuer” means the City of Junction City, Kansas, and any successors or assigns.

“Material Events” means any of the events listed in *Section 3(a)* hereof.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the SEC Rule.

“Official Statement” means collectively the Issuer's Official Statements for each series of the Bonds, including all appendices and exhibits thereto.

“Operating Data” means the operating data of the Issuer described in *Section 2(a)(2)* hereof.

“Participating Underwriter” means each of the original underwriters of a series of Bonds required to comply with the SEC Rule in connection with the offering of such Bonds.

“Prior Undertakings” means the prior continuing disclosure undertakings of the Issuer under the SEC Rule.

“Repository” means the MSRB via EMMA.

“SEC” means the Securities and Exchange Commission of the United States.

“SEC Rule” means Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 240 days after the end of the Issuer's Fiscal Year, commencing with the Fiscal Year ended in 2012, file with the Repository the Issuer's Annual Report, consisting of the Financial Information and Operating Data described as follows:

(1) **Financial Information.** The financial statements of the Issuer for such prior Fiscal Year, accompanied by an audit report resulting from an audit conducted by an Independent Accountant in conformity with generally accepted auditing standards. Such financial statements will be prepared in accordance with GAAP on a modified accrual basis of accounting for all governmental funds, expendable trust and agency funds. The accrual basis of accounting is used for proprietary funds. A more detailed explanation of the accounting basis is contained in the Official Statement. If such audit report is not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain summary unaudited financial information and the audit report and accompanying financial statements shall be filed in the same manner as the Annual Report promptly after they become available. In the event that GAAP has changed since the submission of the last Annual Report, and if such changes are material to the Issuer, a narrative explanation describing the impact of such changes shall be contained in the Annual Report.

(2) **Operating Data.** To the extent not included in (1) above, updates as of the end of the Fiscal Year of certain financial information and operating data described in **Exhibit A**, with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer; provided, any substantive change to information provided shall be effected only in accordance with **Section 6** hereof.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the SEC Rule), which have been filed with the Repository, the MSRB or the SEC. If the document included by reference is a final official statement, it must be available from the Repository. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audit report and accompanying financial statements may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3(b)**.

(b) From and after such time that Section (b)(5) of the SEC Rule applies to any series of Bonds, if the Annual Report is not filed within the time period specified in **subsection (a)** hereof, the Issuer shall send a notice to the Repository in a timely manner, in substantially the form attached as **Exhibit B**.

(c) Pursuant to Section (d)(3) of the SEC Rule, the provisions of **Section 2(a)(1)** hereof shall not apply to any Bonds with a stated maturity of 18 months or less.

Section 3. Reporting of Material Events.

(a) No later than 10 Business Days after the occurrence of any of the following Material Events, the Issuer shall give, or cause to be given, to the Repository notice of the occurrence of any of the following Material Events with respect to the Bonds, with copies to the Bond Insurer:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer (which shall be deemed to occur as provided in the SEC Rule);
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional paying agent or trustee or the change of name of the paying agent or trustee, if material.

(b) Notwithstanding the foregoing, notice of Material Events described in *subsections (a)(8)* and *(9)* need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

Section 4. Dissemination Agent.

(a) **General.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as Dissemination Agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or

report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

(b) **Annual Reports.** Except as provided in **Section 2(c)** hereof, if a Dissemination Agent is appointed, not later than 15 Business Days prior to the date specified in **Section 2(a)** for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent or the Repository. The Dissemination Agent shall file a report with the Issuer certifying that the Annual Report has been filed pursuant to this Disclosure Undertaking, stating the date it was filed, or that the Issuer has certified to the Dissemination Agent that the Issuer has filed the Annual Report with the Repository. Except as provided in **Section 2(b)** hereof, if the Dissemination Agent has not received an Annual Report or has not received a written notice from the Issuer that it has filed an Annual Report with the Repository, by the date required in **Section 2(a)**, the Dissemination Agent shall send a notice to the Repository in substantially the form attached as **Exhibit A**.

(c) **Material Event Notices.**

(1) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the chief financial officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to **Section 4(c)(3)**.

(2) Whenever the Issuer obtains knowledge of the occurrence of an event, because of a notice from the Dissemination Agent pursuant to **Section 4(c)(1)** or otherwise, the Issuer shall promptly determine if such event constitutes a Material Event and shall promptly notify the Dissemination Agent of such determination. If appropriate, such writing shall instruct the Dissemination Agent to report the occurrence pursuant to **Section 4(c)(3)**.

(3) If the Dissemination Agent has been given written instructions by the Issuer to report the occurrence of a Material Event pursuant to **Section 4(c)(2)**, the Dissemination Agent shall promptly file a notice of such Material Event with the Repository and provide a copy thereof to the Issuer and the Bond Insurer. Notwithstanding the foregoing, notice of Material Events described in **Sections 3(a)(8)** and **(9)** need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Bond Resolution.

(d) **Duties, Immunities and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Undertaking.

(e) **Other Designated Agents.** The Issuer may, from time to time, appoint or designate a Designated Agent to submit Annual Reports, Material Event notices, and other notices or reports pursuant to this Disclosure Undertaking. The Issuer hereby appoints the Dissemination Agent and the Designated Agent(s) solely for the purpose of submitting Issuer-approved Annual Reports, Material Event notices,

and other notices or reports pursuant to this Disclosure Undertaking. The Issuer may revoke this designation at any time upon written notice to the Designated Agent.

Section 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Undertaking for a particular series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of that series of Bonds. If the Issuer's obligations hereunder are assumed in full by some other entity as permitted in the Bond Resolution, such person shall be responsible for compliance with under this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or assumption occurs prior to the final maturity of such Bonds, the Issuer shall give notice of such termination or assumption in the same manner as for a Material Event under *Section 3(b)*.

Section 6. Bonds Subject to this Disclosure Undertaking; Amendment; Waiver.

(a) All outstanding Bonds as of the date of this Disclosure Undertaking shown on *Schedule 1* are hereby made subject to this Disclosure Undertaking. The Issuer may make any future series of Bonds subject to this Disclosure Undertaking by incorporating by reference in a Bond Resolution or executing a certificate to such effect in conjunction with the issuance of such series of Bonds.

(b) All references to the "Bonds" in this Disclosure Undertaking shall apply separately to each series of Bonds that are or become subject to this Disclosure Undertaking, without further amendment hereto.

(c) Notwithstanding the provisions of *subsection (d)* or anything else contained in this Disclosure Undertaking to the contrary, in conjunction with the public offering of any series of Bonds, the Issuer and the Dissemination Agent may amend the categories of Operating Data to be updated as set forth in *Section 2(a)(2)* and *Exhibit A* to conform to the operating data included in the final Official Statement for such series of Bonds, in conformance with the requirements and interpretations of the SEC Rule as of the date of such final Official Statement, without further amendment to this Disclosure Undertaking. Thereafter, the Operating Data to be filed by the Issuer with the Repository with respect to the Bonds (and all other series of Bonds then subject to this Disclosure Undertaking) shall be deemed to be amended to reflect the requirements of the revised *Exhibit A* for the new series of Bonds.

(d) Except as otherwise provided in *subsection (c)*, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the SEC Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking; provided, however, that this Disclosure Undertaking, including *Schedule 1* hereto, may be amended for the purpose of (1) extending the coverage of this Disclosure Undertaking to any additional series of Bonds or (2) removing reference to any series of Bonds for which the Issuer's reporting obligations have terminated in accordance with *Section 5* hereof, each without the provision of a written opinion as otherwise required by this paragraph.

(e) If a provision of this Disclosure Undertaking is amended or waived with respect to a series of Bonds pursuant to *subsection (d)*, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (1) notice of such change shall be given in the same manner as for a Material Event under *Section 3(b)*; and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative

form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Noncompliance. In the event of a failure of the Issuer or the Dissemination Agent, if any, to comply with any provision of this Disclosure Undertaking with respect to a series of Bonds, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer or the Dissemination Agent, if any, as the case may be, to comply with its obligations under this Disclosure Undertaking. Noncompliance with the provisions of this Disclosure Undertaking shall not be deemed an Event of Default under the Bond Resolution or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer or the Dissemination Agent, if any, to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 9. Notices. Any notices or communications to or among the parties referenced in this Disclosure Undertaking shall be given the Notice Representatives at the Notice Addresses set forth in the Bond Resolution for each series of Bonds; provided notice to the Dissemination Agent shall be given at the Notice Address set forth on *Exhibit C* hereto.

Section 10. Electronic Transactions. Actions taken hereunder and the arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Dissemination Agent, if any, each Participating Underwriter and Beneficial Owners from time to time with respect to a series of Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Disclosure Undertaking, the Bond Resolution or the Bonds relating hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Disclosure Undertaking shall not in any way be affected or impaired thereby.

Section 13. Governing Law. This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Kansas.

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IN WITNESS WHEREOF, the Issuer has caused this Disclosure Undertaking to be executed as of May 21, 2013.

CITY OF JUNCTION CITY, KANSAS

(SEAL)

Mayor

Clerk

SCHEDULE 1

DESCRIPTION OF BONDS SUBJECT TO DISCLOSURE UNDERTAKING

General Obligation Bonds (Base CUSIP No.: 481502)

<u>Description of Indebtedness</u>	<u>Date of Indebtedness</u>	<u>Final Maturity</u>
G.O. Improvement Bonds, Series DK	11/15/2001	09/01/2022
G.O. Refunding & Economic Development Bonds, Series DL	10/01/2003	09/01/2023
G.O. Bonds, Series DN	07/15/2004	09/01/2024
Taxable G.O. Bonds, Series DO	06/15/2005	09/01/2025
G.O. Refunding & Improvement Bonds, Series DP	05/15/2007	09/01/2027
Taxable G.O. Bonds, Series DR	05/15/2008	09/01/2028
G.O. Bonds, Series DQ	05/15/2008	09/01/2028
G.O. Bonds, Series DU	05/15/2009	09/01/2029
G.O. Water and Sewer System Refunding Bonds, Series DV	05/15/2009	09/01/2017
G.O. Refunding and Improvement Bonds, Series DW	05/28/2010	09/01/2031
G.O. Refunding Bonds, Series 2011A	07/27/2011	09/01/2034
G.O. Water and Sewer System Refunding Bonds, Series 2011B	07/27/2011	09/01/2036
Taxable G.O. Refunding Bonds, Series 2011C	07/27/2011	09/01/2026
G.O. Refunding Bonds, Series 2013A	07/02/2013	09/01/2024*

Lease Obligations (Base CUSIP No.: 481505)

<u>Description of Indebtedness</u>	<u>Dated Date</u>	<u>Final Maturity</u>
COP (The Bluff's), Series 2006	12/15/2006	09/01/2022

Temporary Notes (Base CUSIP No.: [])

None

Revenue Bonds (Base CUSIP No.: [])

None

EXHIBIT A

OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The Operating Data in the sections and tables contained in the most recent Official Statement (with such modifications to the formatting and general presentation thereof as deemed appropriate by the Issuer) generally described as follows:

Operating Data for General Obligation Bonds, Temporary Notes, Lease Obligations

- | | |
|-------------------------|--------------------------------------|
| · Sources of Revenue | · Major Taxpayers |
| · Assessed Valuation | · Current Indebtedness of the Issuer |
| · Tax Rates | · Lease Obligations |
| · Aggregate Tax Levies | · State Loans |
| · Tax Collection Record | |

Additionally, the Issuer shall provide updates as of the end of the Fiscal Year for any material adverse changes in the portions of the final Official Statement concerning Property Valuations and Pension and Employee Retirement Plans.

EXHIBIT B

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Junction City, Kansas

Name of Bond Issue: [Description of Bonds], Series [____], dated as of [Bonds Dated Date]

Name of Obligated Person: City of Junction City, Kansas

Date of Issuance: [Bonds Closing Date]

NOTICE IS GIVEN that the City of Junction City, Kansas (the “Issuer”) has not provided an Annual Report with respect to the above-named Bonds as required by the Issuer’s Omnibus Continuing Disclosure Undertaking. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF JUNCTION CITY, KANSAS

By _____

By _____, as
Dissemination Agent

cc: City of Junction City, Kansas

EXHIBIT C

ACCEPTANCE OF DISSEMINATION AGENT

Name of Issuer: City of Junction City, Kansas

Name of Bond Issue: [Description of Bonds], Series [____], dated as of [Bonds Dated Date]

Dissemination Agent:

Notice Address of Dissemination Agent:

_____, having been duly appointed by the City of Junction City, Kansas to act in the capacity of Dissemination Agent pursuant to the Disclosure Undertaking, to which this acceptance is attached, accepts such duties and responsibilities set forth therein.

Dated: _____

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF JUNCTION CITY, KANSAS
HELD ON MAY 21, 2013**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Refunding Bonds, Series 2013A, came on for consideration and was discussed.

Commissioner _____ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF
JUNCTION CITY, KANSAS.**

Commissioner _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. R-2725.

* * * * *

(Other Proceedings)

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* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Junction City, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

RESOLUTION NO. R-2725

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A, OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, the City of Junction City, Kansas (the “Issuer”) has heretofore issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (the “Refunded Bonds”):

<u>Description</u>	<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount</u>
General Obligation Improvement Bonds	DK	November 15, 2001	2013 to 2022	\$ 825,000
General Obligation Refunding and Economic Development Bonds	DL	October 1, 2003	2013 to 2023	3,200,000
General Obligation Bonds	DN	July 15, 2004	2013 to 2024	3,700,000

; and

WHEREAS, the Issuer has selected the firm of Columbia Capital Management, LLC, Overland Park, Kansas (“Financial Advisor”), as financial advisor for one or more series of general obligation refunding bonds of the Issuer to be issued in order to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation refunding bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation refunding bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C. (“Bond Counsel”), in conjunction with the Finance Director, Clerk and City Attorney, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation refunding bonds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS, AS FOLLOWS:

Section 1. The Issuer is hereby authorized to offer for sale the Issuer’s General Obligation Refunding Bonds, Series 2013A (the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be reviewed by the City Manager, Finance Director, Financial Advisor and Bond Counsel as soon after the submittal hour as possible. The City Manager hereby authorized to award the sale of the Bonds to the submitter of the best proposal as determined pursuant to the provisions of the Notice of Bond Sale

or to reject all proposals; provided, however, that: (a) the principal amount of the Bonds shall not exceed \$8,800,000 (b) the true interest cost of the Bonds shall not exceed 5%; and (c) the present value savings associated with refunding the Refunded Bonds shall be not less than 3% of the outstanding principal of the Refunded Bonds. All proposals for the purchase of the Bonds shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and ratify the award of the sale of the Bonds.

Section 2. The Preliminary Official Statement, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Finance Director shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Financial Advisor is hereby authorized and directed to give notice of said bond sale by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), the Mayor and Clerk or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as **Exhibit A** as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Finance Director, Clerk and the other officers and representatives of the Issuer, the Financial Advisor, City Attorney and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, including the subscription for the United States Treasury Securities to be purchased and deposited in the escrow for the Refunded Bonds and to provide for notice of redemption of the Refunded Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on May 21, 2013.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

May __, 2013

To:

Re: City of Junction City, Kansas, General Obligation Refunding Bonds, Series 2013A

The undersigned are the duly acting Mayor and Finance Director of the City of Junction City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF JUNCTION CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Finance Director

CITY OF JUNCTION CITY, KANSAS

City Hall
700 Jefferson
Junction City, Kansas 66441

May 21, 2013

Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

Re: Subscription for Purchase of United States Treasury Time Deposit Securities – State and Local Government Series

Issuer: City of Junction City, Kansas

Tax I.D. No: 48-6019171

Bonds: General Obligation Refunding Bonds, Series 2013A (the “Bonds”)

Financial Advisor: Columbia Capital Management, LLC, Overland Park, Kansas

Escrow Agent: Security Bank of Kansas City, Kansas City, Kansas - ABA No. 1010-0092-5

Bond Counsel: Gilmore & Bell, P.C., Wichita, Kansas

In connection with the issuance of the Bonds, the Issuer authorizes Bond Counsel to submit an initial subscription on its behalf for the purchase of United States Treasury Time Deposit Securities - State and Local Government Series (the “SLGS”), to be issued as entries on the books of the Bureau of the Public Debt, Department of the Treasury. The total amount of the subscription and the issue date will be determined at a later date.

The Issuer certifies that the SLGS will be purchased solely from proceeds of the Bonds, and not from any amounts received from either: (a) the sale or redemption before maturity of any marketable security, or (b) the redemption before maturity of a time deposit SLGS (other than a zero-interest SLG).

The Issuer agrees that the final subscription and payment for the SLGS will be submitted to the U.S. Treasury on or before the issue date. The Issuer further authorizes Bond Counsel, Escrow Agent, and Financial Advisor to file the final subscription for SLGS, to amend or cancel such subscription, and to re-subscribe for SLGS, all on behalf of the Issuer. The Issuer understands that, if it fails to settle on the subscription for the SLGS or makes an untimely or unauthorized change to the subscription, the Bureau of Public Debt may bar the Issuer from subscribing for SLGS for six months beginning on the earlier of (a) the date the subscription is withdrawn, or (b) the proposed issue date of the SLGS.

CITY OF JUNCTION CITY, KANSAS

By: _____
Name: Tyler Ficken, Clerk

NOTICE OF BOND SALE

\$8,000,000*
(Subject to Change)

CITY OF JUNCTION CITY, KANSAS

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2013A**

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Facsimile and electronic (as explained below) bids for the purchase of the above-referenced bonds (the “Bonds”) of the City of Junction City, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Finance Director of the Issuer at the address hereinafter set forth in the case of facsimile bids, and in the case of electronic bids, on the Columbia Capital Auction website (www.ColumbiaCapitalAuction.com) hereinafter described (“Columbia Capital Auction”) until **9:30 a.m.**, Central Daylight Time (the “Submittal Hour”), on

TUESDAY, JUNE 4, 2013

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon immediately thereafter by the Issuer’s City Manager or Finance Director and ratified by the governing body at its meeting to be held at 7:00 p.m. on the Sale Date. No oral or auction bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated July 2, 2013 (the “Dated Date”), and will become due in principal installments on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2013	\$	2019	\$
2014		2020	
2015		2021	
2016		2022	
2017		2023	
2018		2024	

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2013 (the “Interest Payment Dates”).

***Principal Amounts Subject to Change.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds and the principal amount of any maturity, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or principal of any maturity as described herein. In formulating bids, bidders should consider that bids generating significant premium may result in increased principal amortization in later years and bids generating significant discount may result in increased principal in earlier years. The aggregate modification of the principal amount of the Bonds should be approximately equal to the net premium or discount bid by the Successful Bidder. If there is an increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by electronic, telephone or facsimile transmission, no later than 1:00 p.m., central daylight time, on the Sale Date. The Issuer will calculate the actual purchase price for the Bonds in a way that will preserve the Successful Bidder's original spread included in its bid (computed as a percentage of the final adjusted aggregate principal amount of the Bonds).

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the "Bond Register") of the Bond Registrar (the "Registered Owner") upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the "Record Date"): (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the "State"). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in "book entry" form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds, DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will

discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2022, and thereafter, will be subject to redemption and payment prior to maturity on September 1, 2021, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the date fixed for redemption. All notices of redemption shall state the date of redemption, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by Kansas law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to K.S.A. 10-427 *et seq.*, as amended, and an ordinance and a resolution adopted by the governing body of the Issuer (collectively the “Bond Resolution”) for the purpose of refunding certain outstanding bonds of the Issuer. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of improvements financed by such refunded bonds, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. Facsimile bids must be made on forms which may be procured from the Financial Advisor and shall be addressed to the undersigned, and marked “Proposal for General Obligation Refunding Bonds, Series 2013A,” shall not be preceded by a cover sheet and should be sent only once to (913) 312-8053. Confirmation of receipt of facsimile bids may be made by contacting the Financial Advisor at the number listed below. Electronic bids via Columbia Capital Auction must be submitted in accordance with the Rules of Columbia Capital Auction, as well as the provisions of this Notice of Bond Sale. If provisions of this Notice of Bond Sale conflict with those of Columbia Capital

Auction, this Notice of Bond Sale shall control. To place an electronic bid, the bidders must first visit the Columbia Capital Auction website <http://www.columbiacapitalauction.com> where, if they have never registered with Columbia Capital Auction, MuniAuction, or any other website powered by Grant Street Group, they can register and then request admission to bid on the Bonds. Information about registration to use and instructions for the electronic bidding services of Columbia Capital Auction may be obtained from Grant Street Group at (412) 391-5555 (Ext 370). There is no charge for registration with Columbia Capital Auction. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers and dealer banks with DTC clearing arrangements will be eligible to bid. The Issuer will determine whether any request for admission is granted. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately, provided such Deposit is received by the Issuer or the Financial Advisor prior to the Submittal Hour on the Sale Date. No additions or alterations in such forms shall be made, except as may be specified by the Issuer, and any erasures or changes may cause rejection of any bid. The Issuer shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder.

Pre-Bid Revisions. The Issuer reserves the right to issue a Supplemental Notice of Sale not later than 24 hours prior to the sale date via Columbia Capital Auction. If issued, the Supplemental Notice may modify: (a) the maturity amounts of the Bonds; and/or (b) such other terms of the Notice as the Issuer determines. Any such modifications will supersede the maturities and such other terms as set forth herein.

Rules of Columbia Capital Auction. The “Rules of Columbia Capital Auction” can be viewed on Columbia Capital Auction’s website and are incorporated herein by reference. Electronic bidders must comply with the Rules of Columbia Capital Auction in addition to the requirements of this Official Notice of Bond Sale. If provisions of this Notice of Bond Sale conflict with those of Columbia Capital Auction, this Notice of Bond Sale shall control.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions:

- (a) the same rate shall apply to all Bonds of the same maturity year;
- (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 6%;
- (c) each interest rate specified shall be a multiple of 1/8 or 1/100 of 1%;
- (d) no bond maturing on or after October 1, 2022 may be reoffered at a price less than 98% of the principal amount of such Bonds;
- (e) no bid for less than 98% of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered; and
- (f) a bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (i) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (ii) a bidder shall make

such an election by completing the applicable paragraph on the Official Bid Form or completing the applicable information on the Columbia Capital Auction website.

Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification as to initial offering prices described under the caption “Certification as to Offering Price” in this Notice.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit (the “Deposit”) in an amount equal to 2% of the principal amount of Bonds set forth on the initial page of this Notice of Bond Sale, payable to the order of the Issuer to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid. ***The Deposit must be received by the Issuer or the Financial Advisor at the addresses set forth below prior to the Submittal Hour.*** The Deposit may be submitted in any of the following forms:

- (a) Certified or cashier’s check drawn on a bank located in the United States of America;
- (b) financial surety bond as hereinafter described (the “Surety Bond”); or
- (c) wire transfer in Federal Reserve funds, immediately available for use by the Issuer to the following financial institution for benefit of the Issuer:

[INSERT WIRE TRANSFER INFORMATION].

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Financial Advisor at jwhite@columbiacapital.com including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. A bidder’s failure to provide return wire instructions to the Financial Advisor will likely result in delay in the return of the Deposit in the event the bidder is unsuccessful.

All Surety Bonds must be from an insurance or surety company rated “AA” by Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc., or “Aa2” by Moody’s Investors Service and licensed to issue such a surety bond in the State. The Surety Bond must identify each bidder whose deposit is guaranteed by such Surety Bond. Good Faith checks submitted by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. If the sale of the Bonds is awarded to a bidder utilizing a Surety Bond, the Successful Bidder is required to submit to the Issuer a cashier’s or certified check or wire transfer of immediately available federal funds to such financial institution requested by the Issuer, not later than 2:00 p.m., Central Daylight Time on the next business day following the Sale Date. If such funds are not received by such time, the Surety Bond may be drawn on by the Issuer to satisfy the Deposit requirement. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the

Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. The award of the Bonds will be made on the basis of the lowest true interest cost (“TIC”), which will be determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to the Dated Date, produces an amount equal to the price bid, including any adjustments for premium or discount, if any. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. Bidders are requested to provide a calculation of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the Issuer or the bidder. The Financial Advisor will verify the TIC based on such bids. If there is any discrepancy between the TIC specified and the bid price and interest rates specified, the specified bid price and interest rates shall govern and the TIC specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest TIC are received, the City Manager of the Issuer will decide which bid, if any, will be accepted.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will be destroyed. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within Kansas with regard to such dispute. The Issuer's acceptance, including electronic acceptance through Columbia Capital Auction, of the successful bidder's proposal for the purchase of the Bonds shall constitute a contract between the Issuer and the successful bidder for the purchase of the Bonds. The award of the Bonds is predicated upon the Issuer achieving a certain level of savings in conjunction with the refunding issue, such amount to be solely determined by the Issuer.

Bond Ratings. The outstanding general obligation bonds of the Issuer are rated “[REDACTED]” by Standard & Poor’s Ratings Services, a division of McGraw Hill Financial Inc. (“S&P”). The Issuer has applied to S&P for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. [The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds][The Issuer has submitted the Bonds for pre-qualification to Assured Guaranty Municipal and Build America Mutual]. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder’s Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer. All costs associated with the issuance of such policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **JULY 2, 2013** (the “Closing

Date”), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Reoffering Prices. To provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), the Successful Bidder will be required to complete, execute and deliver to the Issuer prior to the delivery of the Bonds, a written certification (the “Issue Price Certificate”) containing the following: (a) the initial offering price and interest rate for each maturity of the Bonds; (b) that all of the Bonds were offered to the public in a bona fide public offering at the initial offering prices on the Sale Date; and (c) on the Sale Date the Successful Bidder reasonably expected that at least 10% of each maturity of the Bonds would be sold to the “public” at prices not higher than the initial offering prices. For purposes of the preceding sentence “public” means persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. ***Such initial offering prices to the public must also be included in the Official Bid Form submitted for the Bonds.*** The form of the Issue Price Certificate is provided as ***Appendix A*** to this Notice of Bond Sale.

At the request of the Issuer, the Successful Bidder will provide information explaining the factual basis for the Successful Bidder’s Issue Price Certificate. This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated May [■], 2013, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Financial Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer and the Issuer’s outstanding general obligation indebtedness are set forth in the Preliminary Official Statement.

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State of Kansas. Reference is made to the Preliminary Official Statement for further discussion of federal and Kansas income tax matters relating to the interest on the Bonds.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: May 21, 2013.

CITY OF JUNCTION CITY, KANSAS
By Cheryl S. Beatty, Finance Director

Good Faith Deposit Delivery Address:

City Hall
Attn: City Clerk
700 Jefferson
Junction City, Kansas 66441
Phone No.: (785) 238-3103
Fax No.: (785) 223-4262
Email: tyler.ficken@jcks.com

Financial Advisor - Facsimile Bid and Good Faith Deposit Delivery Address:

Columbia Capital Management, LLC
6330 Lamar, Suite 200
Overland Park, Kansas 66202
Attn: Jeff White
Phone No.: (913) 312-8077
Fax No.: (913) 312-8053
Email: jwhite@columbiacapital.com

APPENDIX A

FORM OF ISSUE PRICE CERTIFICATE

RECEIPT AND REPRESENTATION

\$8,000,000* (Subject to Change)
CITY OF JUNCTION CITY, KANSAS
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2013A
DATED JULY 2, 2013

This certificate is being delivered by [Purchaser], [City, State] (the “Purchaser”) in connection with the issuance of the above-described bonds (the “Bonds”), being issued on the date of this Receipt by the City of Junction City, Kansas (the “Issuer”). Based on its records and information available to the undersigned which the undersigned believes to be correct, the Purchaser represents as follows:

1. Authorized Representative. The undersigned is the duly authorized representative of the Purchaser.

2. Receipt for Bonds. The Purchaser acknowledges receipt by the Depository Trust Company on behalf of the Purchaser on the Issue Date consisting of fully registered “book-entry-only” bonds in Authorized Denominations in a form acceptable to the Purchaser.

3. Public Offering. All of the Bonds have been the subject of an initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers), at prices no higher than the prices set forth on ***Schedule I*** attached to this Certificate, without accrued interest (the “Offering Prices”). On the basis of information available to us which we believe to be correct, we expect that at least 10 percent of the Bonds of each maturity will be sold to the public at offering prices no higher than said Offering Prices.

4. Reliance. The Issuer may rely on the foregoing representations in executing and delivering its Federal Tax Certificate with respect to its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and Gilmore & Bell, P.C., Bond Counsel, may rely on the foregoing representations in rendering its opinion relating to the exclusion from federal gross income of the interest on the Bonds under the Code.

Dated: July 2, 2013.

[PURCHASER]
[CITY, STATE]

By: _____
Title: _____

SCHEDULE I

[SERIAL BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Dollar Price</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Dollar Price</u>
2013	\$			2019	\$		
2014				2020			
2015				2021			
2016				2022			
2017				2023			
2018				2024			

[TERM BONDS]

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Dollar Price</u>
	\$		
2024]

OFFICIAL BID FORM
PROPOSAL FOR THE PURCHASE OF CITY OF JUNCTION CITY, KANSAS
GENERAL OBLIGATION REFUNDING BONDS

TO: Tyler Ficken, Clerk
City of Junction City, Kansas

June 4, 2013

For \$8,000,000* (subject to change) principal amount of General Obligation Refunding Bonds, Series 2013A, of the City of Junction City, Kansas, to be dated July 2, 2013, as described in the Notice of Bond Sale dated May [], 2013, said Bonds to bear interest as follows:

<u>Stated</u> <u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Initial</u> <u>Offering</u> <u>Price</u>	<u>Stated</u> <u>Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual</u> <u>Rate of</u> <u>Interest</u>	<u>Initial</u> <u>Offering</u> <u>Price</u>
2013	\$	%	%	2019	\$	%	%
2014		%	%	2020		%	%
2015		%	%	2021		%	%
2016		%	%	2022		%	%
2017		%	%	2023		%	%
2018		%	%	2024		%	%

the undersigned will pay the purchase price for the Bonds set forth below, plus accrued interest to the date of delivery.

Principal Amount (* subject to change)\$8,000,000*.00
Less Discount (if any)
Plus Premium (if any)
Total Purchase Price (not less than 98% of the Principal Amount) \$

Total interest cost to maturity at the rates specified \$
Net interest cost (adjusted for Discount and/or Premium) \$
True Interest Cost %

☐ The Bidder elects to have the following Term Bonds:

Maturity Date	Years	Amount*
September 1, ____	_____ to _____	\$ _____
September 1, ____	_____ to _____	\$ _____

*subject to mandatory redemption requirements in the amounts and at the times shown above.

This proposal is subject to all terms and conditions contained in said Notice of Bond Sale, and if the undersigned is the Successful Bidder, the undersigned will comply with all of the provisions contained in said Notice. A cashier's or certified check, a wire transfer or a qualified financial surety bond in an amount equal to 2% of the principal amount of the Bonds set forth above, payable to the order of the Issuer, accompanies this proposal as an evidence of good faith. The acceptance of this proposal by the Issuer by execution below shall constitute a contract between the Issuer and the Successful Bidder for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission and a bond purchase agreement for purposes of the laws of the State of Kansas.

Submitted by: _____

(LIST ACCOUNT MEMBERS ON REVERSE)

By: _____
Telephone No. (____) _____

ACCEPTANCE

The above proposal is hereby accepted on behalf of the City of Junction City, Kansas, on June 4, 2013.

Attest:

Clerk

Mayor

NOTE: No additions or alterations in the above proposal form shall be made, and any erasures may cause rejection of any bid. Facsimile bids may be filed with Columbia Capital Management, LLC, Fax No. (913) 312-8053 or electronic bids may be submitted via the Columbia Capital Auction electronic bid system at or prior to 9:30 a.m., Central Daylight Time, on June 4, 2013. Any bid received after such time will not be accepted or will be destroyed.

EXHIBIT A

Treasurer of the State of Kansas
Landon State Office Bldg.
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

[CERTIFIED MAIL]

UBS PaineWebber Inc.
100 Crescent Court
Suite 600
Dallas, Texas 75201

MBIA Insurance Corporation
113 King Street
Armonk, New York 10504

RE:

CALL FOR REDEMPTION

**CITY OF JUNCTION CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES DK, DATED NOVEMBER 15, 2001**

Notice is hereby given pursuant to K.S.A. 10-129, as amended, and pursuant to the provisions of Article III of Resolution No. R-1829 (the "Bond Resolution") of the City of Junction City, Kansas (the "Issuer"), that the above mentioned bonds described in the attached Notice of Call for Redemption (the "Called Bonds"), have been called for redemption and payment on July 2, 2013, subject to the availability of funds therefor from the proceeds of refunding bonds to be issued by the Issuer.

The Paying Agent is hereby requested to disseminate the attached Notice of Call for Redemption in accordance with K.S.A. 10-129 and the Bond Resolution. After redemption of the Called Bonds the Paying Agent is requested to complete the attached Paying Agent's Certification and forward a copy of same to the undersigned.

CITY OF JUNCTION CITY, KANSAS

By: _____
Clerk

[The form of this Notice is to be modified or amended to comply with the law and industry standards at the time of its distribution to the Owners of the Series DK Bonds.]

NOTICE OF CALL FOR REDEMPTION
CITY OF JUNCTION CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES DK, DATED NOVEMBER 15, 2001

Notice is hereby given to the registered owners of the above-captioned bonds (the “Bonds”) that pursuant to the provisions of Article III of Resolution No. R-1829 (the “Bond Resolution”) of the City of Junction City, Kansas (the “Issuer”), that the Bonds maturing September 1, 2013, and thereafter (the “Called Bonds”), have been called for redemption and payment on July 2, 2013 (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Bond Registrar and Paying Agent”).

SERIAL BONDS

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
September 1, 2013	\$65,000	4.15%	481502 WS 7
September 1, 2014	70,000	4.25%	481502 WT 5
September 1, 2015	75,000	4.40%	481502 WU 2
September 1, 2016	75,000	4.50%	481502 WV 0
September 1, 2017	80,000	4.55%	481502 WW 8
September 1, 2018	85,000	4.65%	481502 WX 6
September 1, 2019	90,000	4.75%	481502 WY 4

TERM BONDS

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
September 1, 2022	\$285,000	4.80%	481502 XB 3

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent, subject to the availability of funds therefor from the proceeds of refunding bonds to be issued by the Issuer.

Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP identification numbers shown above or printed on any of the Called Bonds. Said CUSIP identification numbers are included solely for the convenience of the owners of the Bonds.

Under the provisions of Section 3406(a)(1) of the Internal Revenue Code of 1986, as amended, paying agents making payments of principal on municipal securities may be obligated to withhold a 28% tax on the payment of principal to registered owners who have failed to provide the paying agent with a valid taxpayer identification number. Registered Owners of the Bonds who wish to avoid the imposition of the tax should provide a certified taxpayer identification number to the Paying Agent when presenting the Bonds for payment.

CITY OF JUNCTION CITY, KANSAS

By: _____
Treasurer of the State of Kansas,
Topeka, Kansas, as Paying Agent

This Notice of Redemption shall be mailed by certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, not less than 45 days prior to the Redemption Date and to UBS PaineWebber Inc., the original purchaser and MBIA Insurance Corporation, the Bond Insurer of the Series DK Bonds, not less than 30 days prior to the Redemption Date. Notice shall also be given to certain repositories in order to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. Notice may also be given in accordance with guidelines set forth in Securities and Exchange Commission Release No. 34-23856, but such notice is not required by law. The Paying Agent shall notify the registered owners of the Called Bonds as provided in K.S.A. 10-129 as amended, and the Bond Resolution.

PAYING AGENT'S CERTIFICATION
CITY OF JUNCTION CITY, KANSAS
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES DK, DATED NOVEMBER 15, 2001

The State Treasurer, in its capacity as Paying Agent for the above-captioned Bonds, does hereby certify as follows:

1. Capitalized terms not defined herein, shall have the meanings ascribed thereto in the attached Notice of Call for Redemption or the Bond Resolution defined therein.

2. The Called Bonds have been called for redemption and payment on July 2, 2013 (the "Redemption Date").

3. The full redemption price of the Called Bonds as determined pursuant to the Bond Resolution is calculated as follows:

Principal Amount of Called Bonds	\$825,000.00
Accrued Interest to Redemption Date	
Total	

4. There was deposited with the Paying Agent the sum set forth above, which has been irrevocably pledged for the payment of the principal of, redemption premium, if any, and interest on the Called Bonds to the Redemption Date. In addition, sufficient funds have been deposited to provide for additional costs associated with such redemption.

5. The Notice of Call for Redemption, a copy of which is attached hereto, was disseminated in accordance with K.S.A. 10-129, as amended, and the Bond Resolution.

DATED as of July 2, 2013.

TREASURER OF THE STATE OF KANSAS,
TOPEKA, KANSAS

By: _____

EXHIBIT B

EVENT NOTICE PURSUANT TO SEC RULE 15c2-12(b)(5)(C)

TO: The Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system for municipal securities disclosures (www.emma.msrb.org)

Issuer/Obligated Person: City of Junction City, Kansas (the "Obligated Person")

**Issue(s) to which this Report
Relates and CUSIP Base
Numbers for said Issues:**

Description	Series	Dated Date	Maturities	Base CUSIP No.
General Obligation Improvement Bonds	DK	11/15/2001	2013 to 2022	481502

Event Reported: Redemption of above-referenced Bonds on July 2, 2013; see attached *Exhibit A*.

The information contained in this Notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this Notice is, or should be construed as, a representation by the Obligated Person that the information included in this Notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person.

For additional information, contact:

City of Junction City, Kansas
City Hall
700 Jefferson
Junction City, Kansas 66441
Attention: Clerk
Phone No. (785) 238-3103; Fax No. (785) 223-4262

CITY OF JUNCTION CITY, KANSAS

Date Submitted: _____

By: Tyler Ficken, Clerk

Enclosure

cc: UBS PaineWebber Inc., Dallas, Texas
MBIA Insurance Corporation, Armonk, New York

Backup material for agenda item:

- b. Consideration and approval of a 2012 Federal Assistance to Firefighters Grant in the amount of \$760,000 to purchase a new aerial truck.

City of Junction City

City Commission

Agenda Memo

May 10, 2013

From: Richard P. Rook, Interim Fire Chief
To: City Commission and City Manager
Subject: **Assistance to Firefighters Grant Award Acceptance**

Objective: Acceptance of the Federal Assistance to Firefighters 2012 Grant Award by FEMA. (Federal Emergency Management Agency) and DHS (Department of Homeland Security).

Explanation of Issue: The Junction City Fire Department, at the direction of the City Commission, has applied for a federal grant for the past four years to replace our existing aerial truck. Our current aerial truck is a 1989 75' aerial that is no longer in compliance with NFPA (National Fire Protection Association) safety standards.

The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders to obtain critically needed equipment, protective gear, emergency vehicles, training, and other resources needed to protect the public and emergency personnel from fire and related hazards.

Budget Impact:

Federal Share \$760,000.00

City Share \$ 84,444.00 minimum (ultimate match amount to be determined by the total purchase price). This match has been budgeted for in the Fire Equipment Reserve Fund.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may:

1. Approve the acceptance of the 2012 Assistance to Firefighters Grant Award in the amount of \$760,000.00.
2. Disapprove the acceptance of the 2012 Assistance to Firefighters Grant Award.
3. Modify the proposal...
4. Table the request.

Recommendation: Staff recommends acceptance of the 2012 Assistance to Firefighters Grant.

Ficken, Tyler

From: Rook, Rick
Sent: Friday, May 17, 2013 12:12 PM
To: Ficken, Tyler
Subject: FW: Award Notification (Application Number: EMW-2012-FV-00083)

-----Original Message-----

From: firegrants@dhs.gov [<mailto:firegrants@dhs.gov>]
Sent: Friday, May 10, 2013 4:03 AM
To: Rook, Rick
Subject: Award Notification (Application Number: EMW-2012-FV-00083)

Congratulations!

Your grant application submitted under the Grant Programs Directorate's (DHS) FY 2012 Assistance to Firefighters Grant Program has been approved for award. Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

If you accept your award, you will see a link on the left side of the screen that says Update 1199A in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. After which you will be able to request payments online. If you have any questions regarding your SF-1199A, please call 1-866-274-0960.

Backup material for agenda item:

- c. Discussion about the city's future Microsoft software acquisition procedures and policies.

City of Junction City

City Commission

Agenda Memo

21 May 2013

From: **Jim Germann, Information Technology Director**

To: **Gerry Vernon, City Manager**

Subject: **Acquisition of Microsoft software**

Objective: To discuss the city's future procedures for acquiring Microsoft software.

Explanation of Issue: At the 16 April 2013 City Commission meeting, the City Commission approved the purchase of Office 2013 and Exchange 2013 software for the city departments. Staff has yet to purchase these software packages. I have been working with Microsoft and CDW-G on researching a Microsoft Enterprise Agreement for the City's software needs. This software agreement would allow us to upgrade our software for any new versions released at no additional costs during the period of the agreement. The software agreement is for a 3 year term with an option to extend it to 6 years at a reduced price. The agreement covers our Office productivity software, our server software, operating system software, Email server and client software, and SharePoint server software. The agreement would cost \$227,000 for a three year period, or \$360,150 for a 6 year period.

Historically, the city has upgraded our office productivity software on a "when we have to basis". In 2001, when I started with the city, the city was utilizing Office 97 software. In 2005, the city upgraded to Office 2003 for \$75,000. We have been utilizing this software since that time. We budgeted for and upgrade this year to Office 2013.

Budget Impact: Proceeding with the Microsoft Enterprise agreement will cause an approximately \$75,000.00 increase in the 2014 and 2015 budgets. Monies for the 2013 portion of the agreement have already been budgeted.

Alternatives:

1. Continue to purchase and update software when deemed necessary by city staff and other software providers.
2. Proceed with the Enterprise agreement.

Recommendation: Staff is seeking guidance from the Commission on how proactive they want City staff to be in acquiring and implementing new versions of software for the city departments.

Enclosures: Enterprise Agreement ; CBA breakdown



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 4/22/13
Account Manager Anna Schaffner

Enterprise Quote
for

VSL Specialist Richard Nice
Channel Price Sheet Month Apr-13

Junction City

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment										
Customer to make three annual payments to CDW-G										
Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3		
				Price	Extended	Price	Extended	Price	Extended	
269-12445	Office Pro Plus Lic/SA Platform	D	250	\$ 149.71	\$ 37,427.50	\$ 149.71	\$ 37,427.50	\$ 149.71	\$ 37,427.50	
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	D	283	\$ 69.02	\$ 19,532.66	\$ 69.02	\$ 19,532.66	\$ 69.02	\$ 19,532.66	
K4U-00266	WinProw/MDOP ALNG UpgrdSAPk MVL Pltfrm	D	250	\$ 49.17	\$ 12,292.50	\$ 49.17	\$ 12,292.50	\$ 49.17	\$ 12,292.50	
312-02177	ExchgSvrStd ALNG LicSAPk MVL	D	1	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	
5HU-00215	LyncSvr ALNG LicSAPk MVL	D	1	\$ 1,394.29	\$ 1,394.29	\$ 1,394.29	\$ 1,394.29	\$ 1,394.29	\$ 1,394.29	
H04-00232	SharePointSvr ALNG LicSAPk MVL	D	1	\$ 2,600.06	\$ 2,600.06	\$ 2,600.06	\$ 2,600.06	\$ 2,600.06	\$ 2,600.06	
P71-07280	WinSvrDataCtr ALNG LicSAPk MVL 2Proc	D	1	\$ 1,839.42	\$ 1,839.42	\$ 1,839.42	\$ 1,839.42	\$ 1,839.42	\$ 1,839.42	
				Year 1 Total	\$ 75,357.03	Year 2 Total	\$ 75,357.03	Year 3 Total	\$ 75,357.03	
				Three Year Total	\$ 226,071.09					

Projected Renewal										
Customer to make three annual payments to CDW-G										
Microsoft Part #	Description	Level	Quantity	Year 4		Year 5		Year 6		
				Price	Extended	Price	Extended	Price	Extended	
269-12442	Office Pro Plus SA Platform	D	250	\$ 87.21	\$ 21,802.50	\$ 87.21	\$ 21,802.50	\$ 87.21	\$ 21,802.50	
W06-01072	CoreCAL ALNG SAPk MVL Pltfrm UsrCAL	D	283	\$ 37.64	\$ 10,652.12	\$ 37.64	\$ 10,652.12	\$ 37.64	\$ 10,652.12	
K4U-00265	WinProw/MDOP ALNG SAPk MVL Pltfrm	D	250	\$ 38.49	\$ 9,622.50	\$ 38.49	\$ 9,622.50	\$ 38.49	\$ 9,622.50	
312-02257	ExchgSvrStd ALNG SAPk MVL	D	1	\$ 115.95	\$ 115.95	\$ 115.95	\$ 115.95	\$ 115.95	\$ 115.95	
5HU-00216	LyncSvr ALNG SAPk MVL	D	1	\$ 597.55	\$ 597.55	\$ 597.55	\$ 597.55	\$ 597.55	\$ 597.55	
H04-00268	SharePointSvr ALNG SAPk MVL	D	1	\$ 1,114.35	\$ 1,114.35	\$ 1,114.35	\$ 1,114.35	\$ 1,114.35	\$ 1,114.35	
P71-07282	WinSvrDataCtr ALNG SAPk MVL 2Proc	D	1	\$ 788.29	\$ 788.29	\$ 788.29	\$ 788.29	\$ 788.29	\$ 788.29	
				Year 1 Total	\$ 44,693.26	Year 2 Total	\$ 44,693.26	Year 3 Total	\$ 44,693.26	
				Three Year Total	\$ 134,079.78					

Notes										
The pricing on Office, Windows Pro , and Core CAL reflect a discount for purchasing together. Years 4-6 are projected based on current EA pricing and will be subject to change prior to renewal.										

Microsoft Enterprise License

		Qty	
Year 1 - 2013	\$75,357.03	250	Office Pro Plus Lic/SA Platform
Year 2 - 2014	\$75,357.03	250	WinProw/MDOP ALNG UpgrdSAPk MVL Pltfrm
Year 3 - 2015	\$75,357.03	283	ExchgSvrStd ALNG LicSAPk MVL
Year 4 - 2016	\$44,693.26	1	SharePointSvr ALNG LicSAPk MVL
Year 5 -2107	\$44,693.26	1	WinSvrDataCtr ALNG LicSAPk MVL 2Proc
Year 6 - 2018	\$44,693.26		
Total Cost	\$360,150.87	Avg / Yr	\$60,025.15

Current Approved Costs

\$75,608.56

Office 2103	Pro	21	\$348.04	\$7,308.84
	Standard	207	\$254.89	\$52,762.23
				\$60,071.07
Exchange Server		1	\$484.72	\$484.72
		283	\$53.19	\$15,052.77
				\$15,537.49

SharePoint Server	1	\$8,300.00	\$8,300.00 Not purchased
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Windows 8	250	\$128.02	\$32,005.00 Not Purchased
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Windows Server Datacenter	1	\$3,294.62	\$3,294.62 Already Purchased
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Windows Operating Systems				Windows Server			
Release		yrs		Release		yrs	
NT 4	1996	3		NT 4	1996	3	
2000	1999	2		2000	1999	4	
XP	2001	6		2003	2003	5	
Vista Business	2007	2		2008	2008	1	
Win 7	2009	3		2008 R2	2009	3	
Win 8	2012			2012	2012		
AVG Release - yrs		3.20		AVG Release - yrs		3.20	

2013		2015		2018	
Current One time Costs - Everything provided in Enterprise agreement		Projected One time Costs - Everything provided in Enterprise agreement		Projected One time Costs - Everything provided in Enterprise agreement	
\$146,147.11		\$153,454.47		\$161,127.19	
		Projected		Projected	
		Cost	Total	Cost	Total
250	\$87,010.00	\$365.44	\$91,360.50	\$383.71	\$95,928.53
	\$87,010.00		\$91,360.50		\$95,928.53
1	\$484.72	\$508.96	\$508.96	\$534.40	\$534.40
283	\$15,052.77	\$55.85	\$15,805.41	\$58.64	\$16,595.68
	\$15,537.49		\$16,314.36		\$17,130.08
1	\$8,300.00	\$8,715.00	\$8,715.00	\$9,150.75	\$9,150.75
250	\$32,005.00	\$134.42	\$33,605.25	\$141.14	\$35,285.51
1	\$3,294.62	\$3,459.35	\$3,459.35	\$3,632.32	\$3,632.32

\$460,728.76

Backup material for agenda item:

- d. The consideration and approval to Solicit Bids for the demolition of the property at 508 W 10th St, being a condemned structure.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: Mark Karmann, Code Administrator
To: Gerry Vernon, City Manager and City Commissioners
Subject: 508 W 10th St – Solicit Bids for Demolition

Objective: The consideration and approval to Solicit Bids for the demolition of the property at 508 W 10th St, being a condemned structure.

Explanation of Issue: On December 4, 2012 the City Commission approved Resolution 2676, setting a public hearing date to address the condemnation of the property at 508 W 10th St. Resolution 2676 was sent to the property owner of record (certified and was signed by Charles Cain) and was published in The Daily Union on December 8, 2012. On January 15, 2013 the City Commission approved Resolution 2679, giving the property owners 120 days, by law, to repair or remove this structure. Resolution 2679 was sent to the property owner of record (certified and was returned, unclaimed) and was published in The Daily Union on January 19, 2013. The City has had constant contact and pressure from the public regarding this property.

Before the Public Hearing Mr. Cain spoke with City Staff saying he would try to find the money to fix up the property. He did not attend the Public Hearing that was scheduled on January 15, 2013.

Mr. Cain has contacted City Staff within the last week and says that he has had medical/health issues and was not aware of what was happening with his property.

The owner has failed to commence any repairs or the removal of the structure within the 120 days allotted. City Staff is requesting to solicit bids for the removal of this structure.

Budget Impact: If process continues, it could cost up to \$10,000, but most likely will cost less, to demolish and clean up this structure. The project will be funded through Demolition Removal in the General Fund. \$15,000.00 was budgeted for 2013. Costs will be billed to the property owner and will reimburse any charges.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval to solicit bids for the demolition of the property at 508 W 10th St.

Suggested Motion:

Commissioner _____ moves to approve to solicit bids for the demolition of the property at 508 W 10th St.

Commissioner _____ seconded the motion.

Enclosures: Evaluation Form

CITY OF JUNCTION CITY BUILDING INSPECTION DEPARTMENT

PROPOSED DEMOLITION EVALUATION FORM

Property Address: 508 W 10th		Inspector: KARMANN	Inspection Date: 11/5/12
Legal Description: Cuddys Add Lots 18+19 BLK 22		Parcel I.D. 031-111-02-0-40-22-014	
Structure Use: SFD	SqFt Estimate # Rooms	Appraiser's Value \$25,000	
Property Owner:	Address: 508 W 10th	City/State/Zip: JUNCTION CITY, KS	

INSTRUCTIONS: Using the numerical scale below, compare the condition of the structure being rated against the criteria listed for each factor. Select the number which best indicates your perception of that structure's condition on each of the criterion and circle it on the evaluation scale. A rate of (7) = Structure meets standard requirements, (4) = Satisfactory structure, (1) = Dangerous conditions which must receive immediate attention. After completing each factor, indicate a composite (overall) evaluation.

RATING: 7 = MEETS STANDARD REQUIREMENTS TO 1 = DANGEROUS CONDITIONS EXIST	RATE	COMMENTS
FACTOR 1: FOUNDATION <input type="checkbox"/> BASEMENT <input type="checkbox"/> POURED <input type="checkbox"/> BLOCK <input type="checkbox"/> STONE <input checked="" type="checkbox"/> SLAB <input checked="" type="checkbox"/> CRAWLER Deterioration, cracks, mortar missing, settling, caving in	3	FOUNDATION SETTLING, MORTAR MISSING, DETERIORATED
FACTOR 2: EXTERIOR WALLS/SIDING/BRICK Holes, missing siding pieces, termite damage, fasteners missing, water damage	3	HOLES IN SIDING, MISSING PIECES, DETERIORATED
SIDING MATERIAL USED:		
FACTOR 3: WINDOWS/DOORS Missing or broken, not securable (locks broken), won't open and/or close. Broken and/or rotted window or door frames. Termite damage. STORM WINDOWS & SCREENS? <input type="checkbox"/> YES <input type="checkbox"/> NO	2	BROKEN WINDOWS, DETERIORATED, NEED PAINT
FACTOR 4: ROOFING/SOFFITS/FACIA/STORM DRAINAGE Missing shingles, rotten or decayed decking materials, apparent leaks. Buckled soffits, missing pieces, no air vents, wood damaged. Facia missing or deteriorated, water damage	2	LARGE HOLE IN ROOF, NEEDS REPLACED, FACIA DETERIORATED
ROOFING MATERIALS USED:		
FACTOR 5: PORCHES/DECKS Wood: Leaks, holes in decking, deterioration, separation from structure, supporting members deteriorated, non-code materials used. Cement: Settled (crooked), cracked, broken pieces, pulled away from structure.	1	PORCH NEEDS TO BE TAKEN OFF AND REPLACED, ENTIRE ROOF IS DETERIORATED
CONSTRUCTION MATERIALS USED:		
FACTOR 6: ELECTRICAL SERVICE & INTERIOR WIRING Service: Undersized, not grounded, dangerous or unsafe wiring Interior: Exposed wiring, old-poorly insulated wiring, ungrounded plugs, not enough plugs, dangerous lighting fixtures SERVICE AMPERAGE:	4	SERVICE IS ON AND WORKING
FACTOR 7: PLUMBING - WATER SUPPLY & WASTEWATER Faucets leaking, improperly vented, fixtures don't function properly. Kitchen area must have sink, bathroom must have commode, lavatory and bathing facilities. Laundry hook-ups. Sewer gas smell. WATER PIPING MATERIALS:	4	HAS WATER SERVICE
FACTOR 8: MECHANICALS - HEAT & AIR CONDITIONING PLANTS Furnace covers in place, venting, functioning properly, thermostat. Register covers in place. Wall units in sleeping areas.	4	HAS GAS TO PROPERTY
COMPOSITE EVALUATION	RATE	
Add factor ratings 1 through 8 and divide by 8 to attain overall score.		
OTHER SUBSTANDARD HOUSING CONDITIONS		
HEALTH/SANITARY CONDITION	RATE	
Sewer cap in place. Apparent bug and/or rodent droppings. Possible lead paint. Leaking toilet seal. Stored boxes/bags allowing for rodent harborage. Strong pet odors.		
FLOOR COVERINGS	RATE	
Wood floors in rough splintered condition. Vinyl flooring has holes, coming apart at seams, or coming up from subfloor/underlayment. Ripped, loose, dirty/stained carpets. Pet odors.		
APPARENT FIRE HAZARDS/FIRE ALARMS	RATE	
Inoperable fire alarms. No fire alarms. Emergency exits blocked or inoperable. Faulty wiring. Faulty or dangerous heating plant. Improper vent spacing for furnace or water heater.		
IMPROPER OCCUPANCY	RATE	
Structure or portion thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.		
PUBLIC NUISANCE/BLIGHT HISTORY - ATTACHED	RATE	

Backup material for agenda item:

- e. Consideration of the request of Ray Heinrichs, owner, for a Special Use Permit to establish a Restaurant and Catering Facility at property zoned "IL" Light Industrial at 904 Price Street, Junction City, Kansas.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: David L. Yearout, AICP, CFM, Director of Planning and Zoning

To: City Commission & Gerry Vernon, City Manager

Subject: Case No. SUP-02-02-13 – Consideration of a SUP-02-02-13 – Request for a Special Use Permit to allow a restaurant and catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas (S-3119)

Issue: Consideration of Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant and catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas.

Explanation of Issue: Mr. Heinrichs wishes to remodel the building at 904 Price Street in Junction City, Kansas, to install a kitchen facility for the catering business of his wife. As part of that remodeling, Mr. Heinrichs is requesting the establishment of a restaurant. The property is zoned “IL” Light Industrial District, which allows the kitchen facility; but does not permit the restaurant. The Special Use Permit is the most logical process to add this use without rezoning the property to a commercial category which limits and/or restricts the industrial uses in the area.

The Metropolitan Planning Commission held a public hearing on April 11, 2013, to consider this request. By unanimous vote, the MPC has recommended the rezoning be granted, subject to several conditions addressing the remodeling and on-site improvements to support the operation.

Alternatives: In accordance with K.S.A. 12-757, the City Commission has the following alternatives for a Special Use Permit application on first appearance:

1. To accept the recommendation of the MPC and approve the Ordinance, thereby granting the Special Use Permit.
2. Modify the recommendation of the Planning Commission by a 2/3 majority vote and approve the Ordinance as so modified, thereby granting the Special Use Permit subject to said changes.
3. Return the recommendation to the Planning Commission for further consideration, specifying the items, concerns or issues with said recommendation.
4. Disapprove the recommendation of the Planning Commission by a 2/3 majority vote and deny the Special Use Permit.

Special Considerations: No one spoke in opposition to this request.

Staff Recommendation: Accept the recommendation of the MPC and approve the Ordinance that will grant the Special Use Permit.

Suggested Motion:

Commissioner _____ moved that the recommendation of the Planning Commission be accepted and that Ordinance No. S-3119, an ordinance granting a Special Use Permit to Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant and catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas, be approved.

Commissioner _____ seconded the motion.

Enclosures:

MPC Minutes of April 11, 2013
Staff Report
Ordinance S-3119

ORDINANCE NO. S-3119

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ESTABLISHMENT OF A RESTAURANT ON CERTAIN PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF JUNCTION CITY, KANSAS.

WHEREAS, application has been made by the Ray Heinrichs, owner, requesting a Special Use Permit to allow the establishment of a restaurant and catering facility at his property located at 904 Price Street, Junction City, Kansas; and,

WHEREAS, the Metropolitan Planning Commission of Junction City and Geary County conducted a public hearing on Case No. SUP-02-02-13, following published notification in accordance with K.S.A. 12-741, et. seq., as amended, on April 11, 2013; and,

WHEREAS, the Metropolitan Planning Commission has recommended that the City Commission of the City of Junction City, Kansas, approve the Special Use Permit to allow the establishment of a restaurant and catering facility on the property located at 904 Price Street, Junction City, Kansas, subject to certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF JUNCTION CITY, KANSAS, THAT:

Section 1. The following described property is hereby granted a Special Use Permit to allow the establishment of restaurant and catering facility on the property located at 904 Price Street, Junction City, Kansas, subject to the conditions and restrictions listed herein:

Lots 9 and 10, Block 73 of the Railroad Addition to the City of Junction City, Geary County, Kansas.

Section 2. The Special Use Permit herein granted shall be subject to the following conditions and restrictions:

- A. The seating capacity be no larger than thirty (30) for the restaurant; and,
- B. All requirements of the City for building, fire and public safety codes be met, including the requirements for handicapped accessibility.

Section 3. This Ordinance shall be in full force and effect from and after its publication once in the Junction City Daily Union.

Section 4. That this Ordinance shall be in full force and effect from and after it publication once in the official city newspaper.

PASSED AND ADOPTED THIS 21st DAY OF MAY, 2013.

CECIL ASKA, MAYOR

ATTEST:

TYLER FICKEN, CITY CLERK



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**



STAFF REPORT

April 11, 2013

TO: Metropolitan Planning Commission / Board of Zoning Appeals

FM: David L. Yearout, AICP, CFM, Director of Planning and Zoning

SUBJECT: SUP-02-02-13 – Request for a Special Use Permit to allow a restaurant and catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas.

This is the request of Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant/catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas. It was rescheduled from the February meeting because of an error in the legal notices, which invalidated the public hearing, and the case was continued from the March meeting because the applicant failed to appear.

Mr. Heinrichs has visited with staff concerning more specifics of the proposal to establish the restaurant/catering business. According to Mr. Heinrichs, it is his wife that will be operating the restaurant/catering business with a focus on authentic “Bavarian” German food. The manner and style of the operation is still being finalized, but the intent is to provide a “lunch” operation and, possibly, a more-formal evening meal on a “reservation-basis” much like some operations in Germany. The evening meal will be served in “family settings” around a booth or table, with a couple of other tables available, in a décor of a “Bavarian” nature. Mr. Heinrichs indicates the existing building is approximately 20-feet wide by 90-feet long, with about 60-feet of the building devoted to the dining area and the remainder being storage and the kitchen.

Staff discussed the issue of providing off-street parking with Mr. Heinrichs. Mr. Heinrichs stated his desire is to provide some parking along the rear of the building, with some possibly along the north side where the old building was removed. But he also wants to rely on the public parking along Price Street and 9th Street if possible. The rear parking would come off the alley and would be for the handicapped spaces. Staff informed him the best way to address this issue is to have a detailed site plan prepared for the MPC.

Additionally, the discussions covered the building requirements required, including a requirement of detailed, sealed plans. This could also mean extensive improvements for this type of occupancy to be approved. The existing building has been used for storage and uses that have less demand for internal improvements because the general public has not been a part of the usage in the past. All these are issues to be addressed by the applicant before the City commits to grant approvals that differ from the existing zoning. Mr. Heinrichs stated he would be at the

meeting for this case and will come prepared to present information and answer other questions concerning this project.

Staff Recommendation: Staff remains generally supportive of the proposed activity, but reserves any specific support on this application until the additional information needed to evaluate all aspects of this request are received. It is possible the information submitted at the meeting will provide the clarity needed.

Suggested Motion:

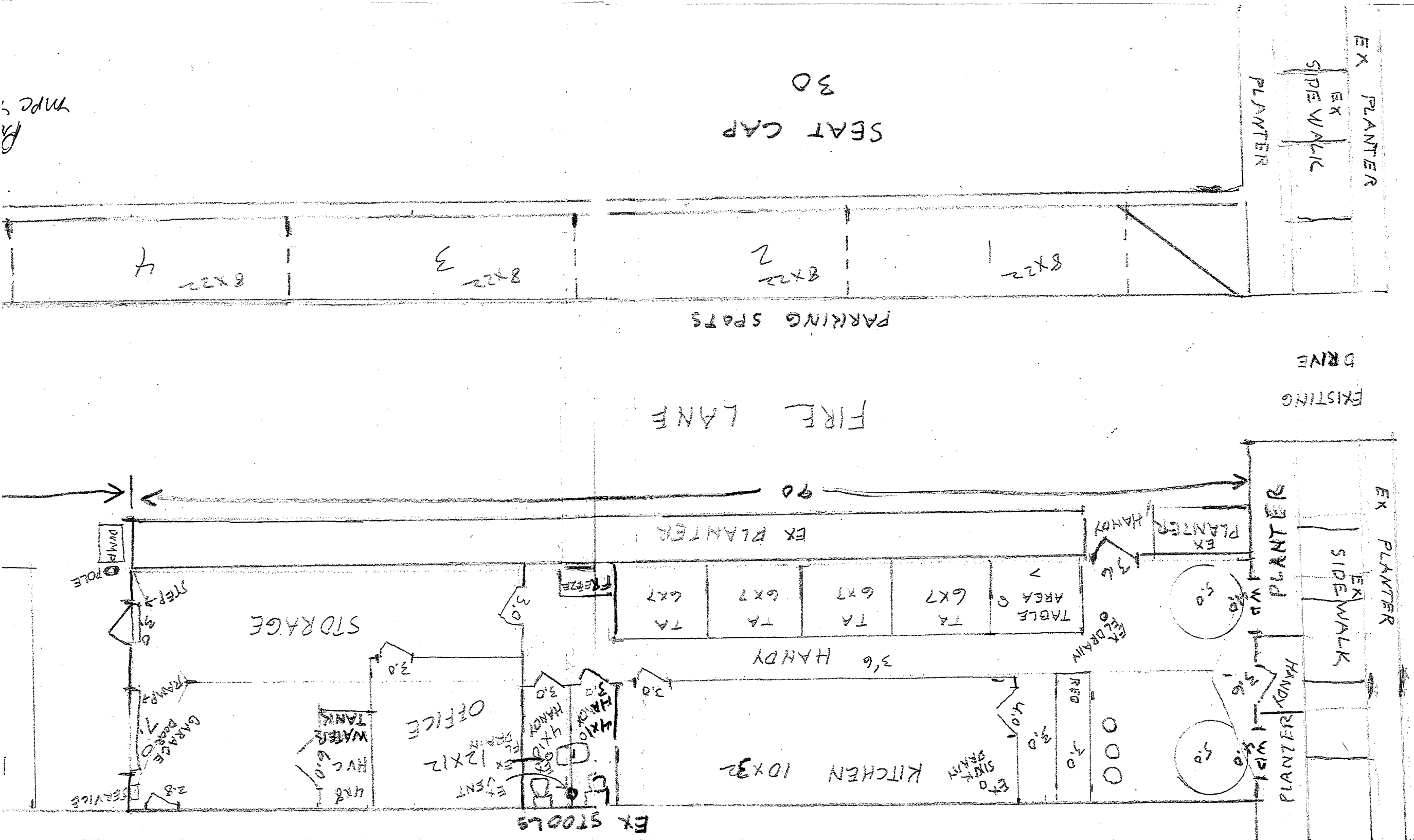
If the MPC decides to support this request, we offer the following:

I move that Case No. SUP-02-02-13, the request of Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant/catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas, be recommended for approval to the City Commission of the City of Junction City based on the reasoning provided in the staff report and as discussed at this hearing.

PRICE ST

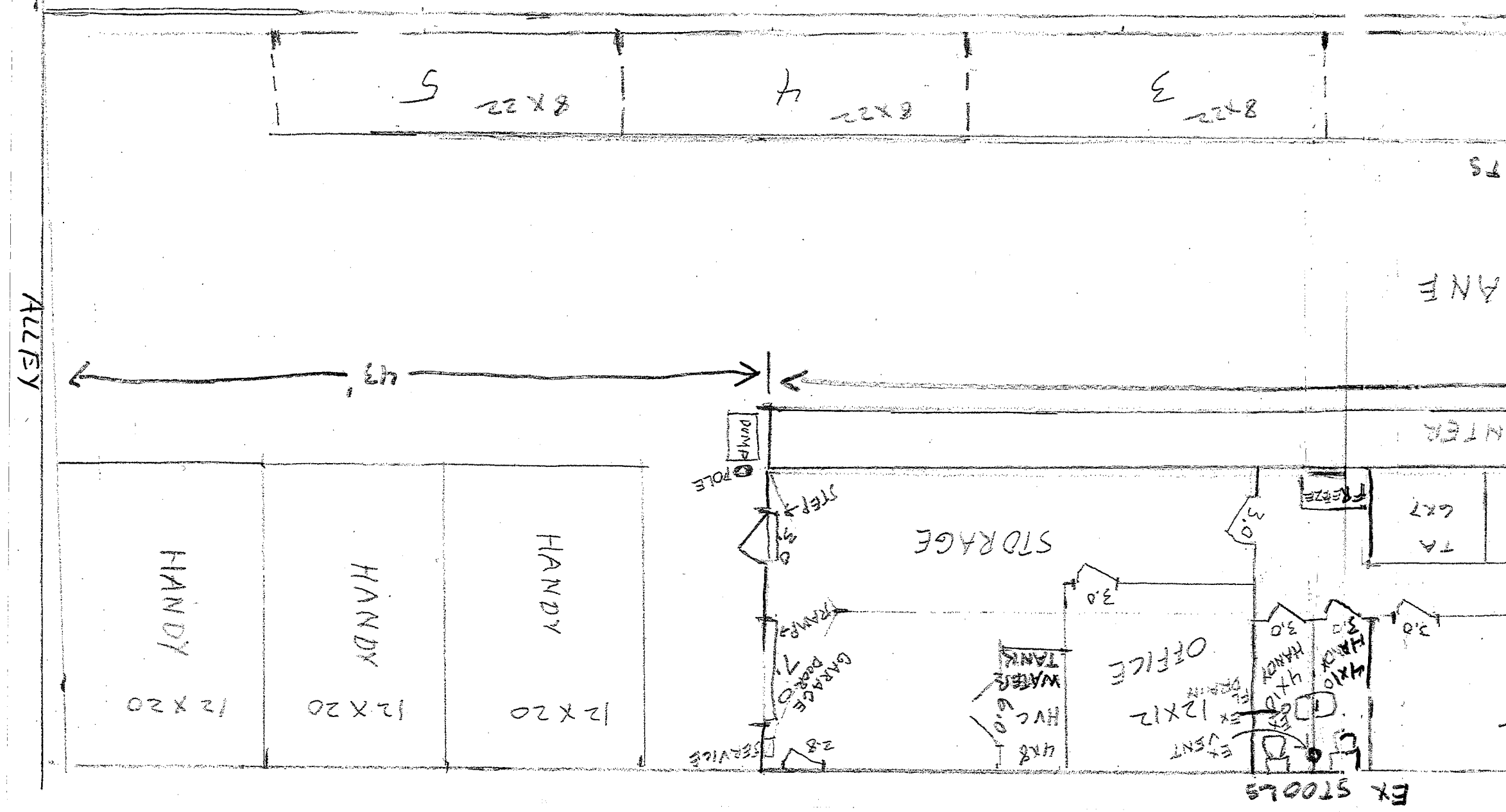
12 PARKING SPOTS

6 ON EACH SIDE
20'



RECEIVED
 APR 11 2013
 Junction City/Geary County
 Planning and Zoning

Presented @
 MPC Meeting 4-11-13



**JUNCTION CITY/GEARY COUNTY
METROPOLITAN PLANNING COMMISSION
BOARD OF ZONING APPEALS**

MINUTES

April 11, 2013
7:00 p.m.

**Members
(Present)**

Maureen Gustafson
Ken Mortensen
John Moyer
Brandon Dibben
Mike Ryan
Chuck Mowry
Mike Watson

**Members
(Absent)**

**Staff
(Present)**

David Yearout
Shari Lenhart

1. CALL TO ORDER & ROLL CALL

Chair Gustafson called the meeting to order at 7:00 p.m and noted all members present.

2. APPROVAL OF MINUTES

Commissioner Moyer moved to approve the revised minutes of the March 14, 2013, meeting, with revisions on page 1 correcting typographical errors. Commissioner Ryan seconded the motion and it passed unanimously.

3. OLD BUSINESS

Item No. 1 – SUP-02-02-13 – Public Hearing for a Special Use Permit to allow a restaurant/catering business in the “IL” Light Industrial District.

Chair Gustafson reopened the public hearing on the application of Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant/catering business on property zoned “IL” Light Industrial District at 904 Price Street, Junction City, Kansas, and asked for the staff report.

Mr. Yearout stated this application was rescheduled from the February meeting because of an error in the legal notices, which invalidated the public hearing. This case was continued from the March 14, 2013, meeting due to the applicant not being present.

Mr. Yearout stated staff has discussed the request with the applicant, specifically regarding the need for additional information about parking, interior layout, and intensity of the restaurant use; all best depicted on a site plan. Staff also advised the applicant

discuss the plans with the Code Enforcement office regarding building code requirements for renovating the building into a restaurant. Mr. Yearout stated that Mr. Heinrichs is present and has presented a site plan for the Commission's consideration.

Mr. Yearout indicated that Mr. Heinrichs proposes parking to the rear of the building and along the north side of the property. He is also proposing to use Price Street and 9th Street for additional parking. Mr. Yearout stated Mr. Heinrichs razed the building shown on the aerial photo provided with the staff report. Mr. Yearout stated the site plan presented by Mr. Heinrichs shows handicap parking at the rear of the building and five parking spaces along the north side.

Mr. Yearout stated this building was built as a warehouse. Mr. Heinrichs has visited with Mark Karmann about code requirements and understands any converted area for a restaurant purpose must meet all code issues. Mr. Heinrichs has indicated he has no intentions to enlarge the building and all work for the restaurant will occur by remodeling the interior.

Mr. Yearout concluded by stating staff supports the Special Use Permit for the restaurant in the building so long as all codes requirements of the City are met. The Special Use Permit allows the area to remain zoned industrial and, if the restaurant closes, the building can still be used for industrial purposes.

There being no questions of staff, Chair Gustafson opened the hearing for public comments.

Mr. Ray Heinrichs, 203 Thunder Road, Wakefield, Kansas, stated he wished to convert the existing building into the restaurant operation as shown on the site plan presented at the meeting. Mr. Heinrichs explained they propose seating for 30 people with an open lunch operation and the evening meal by reservation only. The kitchen will be to prepare the food for the catering business and still allow preparation for set-down meals.

Mr. Heinrichs stated he concurred with Mr. Yearout's review of the proposed parking and meeting all handicap and building code requirements. Mr. Heinrichs concluded by stating this is to be an extension of the catering business of his wife and the opportunity to provide an eating establishment in the City.

Commissioner Ryan stated the codes determine the seating capacity based on space available for that use. He also questioned whether the location of the handicapped parking would meet code requirements. Also, he questioned the parking needs for employees and whether enough room was available if the restaurant wished to expand at this location.

Mr. Heinrichs indicated the only employees would be his wife and daughter. Mr. Heinrichs indicated there were no plans to enlarge the restaurant area at this location.

Mr. Heinrichs stated this location is within walking distance of businesses in the central business area. Mr. Heinrichs said his wife and daughter feel this is a good location for their German food restaurant.

There being no other appearances or questions, Chair Gustafson closed the public hearing.

Short discussion between staff and the commissioners ensued relative to suggested conditions being placed on the Special Use Permit. The issues of controlling expansion of the restaurant area, location of handicapped parking spaces, and meeting other building code requirements were raised. Mr. Yearout recommended that the issue of handicapped accessibility be left to the Code Enforcement Department and should be coordinated through Mark Karmann.

There being no further discussion, Chair Gustafson asked for a motion.

Commissioner Mortensen moved that Case No. SUP-02-02-13, the request of Ray Heinrichs, owner, requesting a Special Use Permit to allow a restaurant/catering business on property zoned "IL" Light Industrial District at 904 Price Street, Junction City, Kansas, be recommended for approval to the City Commission of the City of Junction City, subject to limiting the seating to thirty (30) and meeting all building code requirements, based on the reasoning provided in the staff report and as discussed at this hearing. Commissioner Moyer seconded the motion and it carried unanimously.

Item No. 2 – TA-01-01-13 – Continuation of Public Hearing to consider a Text Amendment to the Junction City Zoning Regulations.

Chair Gustafson reopened the public hearing on the application initiated by the Metropolitan Planning Commission to amend the Junction City Zoning Regulations relating to the keeping of animals and asked for the staff report.

Mr. Yearout stated that City staff is still working to finalize the language changes proposed to the City Code with regard to the keeping of animals and it is expected to be presented to the City Commission for their consideration in May. Staff recommends this hearing be continued to the May, 2013, meeting.

Commissioner Moyer moved that Case No. TA-01-01-13, the request to amend the Junction City Zoning Regulations concerning the keeping of animals be continued to the May, 2013, meeting. Commissioner Ryan seconded the motion and it carried unanimously.

4. NEW BUSINESS – None

THERE ARE NO CASES FOR THE BOARD OF ZONING APPEALS

5. GENERAL DISCUSSION

Item No. 1 – Metropolitan Planning Organization (MPO) Report

Mr. Yearout stated the MPO is formed and organizational processes continue. The bylaws for the Technical Advisory Committee (TAC) are being finalized and officers of the TAC will be elected soon. A TAC meeting is scheduled for later this month to review the maps of the Functional Classification of the local streets and roads, and the "Urban Area Boundary" map. The MPC will be kept advised as this process continues.

Item No. 2 – Comprehensive Plan Update Status

Mr. Yearout stated consultant interviews were held and staff anticipates finalizing a contract with the selected firm by the end of the month. Once the contract is completed, a specific schedule will be established for the work. Mr. Yearout stated the MPC will be a key participant in the process because that is what the statutes envision for a Comprehensive Plan. The project is anticipated to start with a “kick-off” meeting to be scheduled as soon as possible.

6. ADJOURNMENT

There being no further business, Commissioner Mortensen moved to adjourn. Commissioner Ryan seconded the motion and it carried unanimously. Chair Gustafson declared the meeting adjourned at 7:30 p.m.

PASSED and APPROVED this _____ day of May, 2013.

Maureen Gustafson, Chair

ATTEST:

David L. Yearout, Secretary

Backup material for agenda item:

- f. Consideration and Approval of a Contract Amendment for the 2013 Street Maintenance program - Concrete Patch.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: **Contract Amendment – 2013 Street Maintenance Project – Concrete Patch**

Objective: The consideration and approval of the contract amendment for the 2013 Street Maintenance Project – Concrete Patch.

Explanation of Issue: At the City Commission meeting of May 7, 2013, the City Commission approved an award of bid for the concrete repairs portion of the City's 2013 Street Maintenance Program. This award was for an amount not to exceed \$109,600.25.

Since the City Commission meeting, City staff has held pre-construction meetings for the micro-surfacing contractor, Vance Brothers, and the concrete patch contractor, T & M Contracting, as well as, having additional discussions with KAW Valley Engineering staff. After these discussions it became apparent by City staff to recommend an amendment of the concrete patch contract, whereby additional areas should be completed under the contract pricing and the awarded contractor for the concrete patch work. The additional contract work which is recommended includes:

\$8,628.00 - Intersections of 6th & Jackson and 6th & Garfield

\$25,771.20 - Various valley gutters and street patch repairs

The Fiscal Policy allows the City Manager to approve costs of materials (contracts) for work up to \$10,000, which would cover the 6th Street work, however City staff is looking to take advantage of the good pricing for the 2013 Street Maintenance - Concrete Patch Contract, and therefore are recommending for the City Commission to approve all additional areas at this time. These areas are outlined within the enclosed summary and location map. The contract increase would amount to \$34,399.20, which is still within the original budget of \$150,000.00, bringing the new contract to an amount of \$143,999.45

Should the City Commission approve the contract amendment, it is anticipated all work will still be completed within the 60 day contract period, with work likely to start within the next 30 days.

Budget Impact: Funding for this project is available within the Street Fund

Alternatives: The City Commission may approve, modify, table or deny the contract amendment request

Special Considerations: None

Recommendation: Staff recommends approval of the contract amendment as presented for the additional concrete patch work of the 2013 Street Maintenance Program –Concrete Patch in the amount not to exceed \$34,399.20 to T & M Concrete Construction, Inc. of Junction City, KS.

Suggested Motion: Commissioner _____ moves to approve the contract amendment for the 2013 Street Maintenance Program - Concrete Patch in the amount not to exceed \$34,399.20 to T & M Concrete Construction, Inc., Junction City, KS as presented.

Commissioner _____ seconded the motion.

Enclosures: 2013 Street Maintenance Program – Concrete Patch Amendment
2013 Street Maintenance Program Concrete Segment Map Amendment

**City of Junction City
Engineering Department
2013 Street Maintenance Program - Concrete Patch
Contract Amendment**

Per Contract Pricing

Additional Concrete Locations 6" Plain Concrete

Item	Item	Qty.	Unit	Unit Price	Total Price
14th & Westwood Blvd.	Valley Gutter	93	SY	\$40.00	\$3,720.00
14th & Westwood Blvd.	Curb & Gutter	63	LF	\$14.00	\$882.00
Highland Dr. & Cypress Ct.	Valley Gutter	46	SY	\$40.00	\$1,840.00
Highland Dr. & Cypress Ct.	Curb & Gutter	33	LF	\$14.00	\$462.00
Cypress St. & Cypress Ct.	Valley Gutter	30	SY	\$40.00	\$1,200.00
Cypress St. & Cypress Ct.	Curb & Gutter	24	LF	\$14.00	\$336.00
6th & Jackson (South Bound)	Right Turn Lane	117	SY	\$35.00	\$4,095.00
6th & Jackson (South Bound)	Curb & Gutter	89	LF	\$14.00	\$1,246.00
6th & Jackson (South Bound)	Center Lane	158	SY	\$35.00	\$5,530.00
Concrete Removal		444	SY	\$14.55	\$6,460.20
SUB-TOTAL					\$25,771.20

Per Contract Amendment Pricing

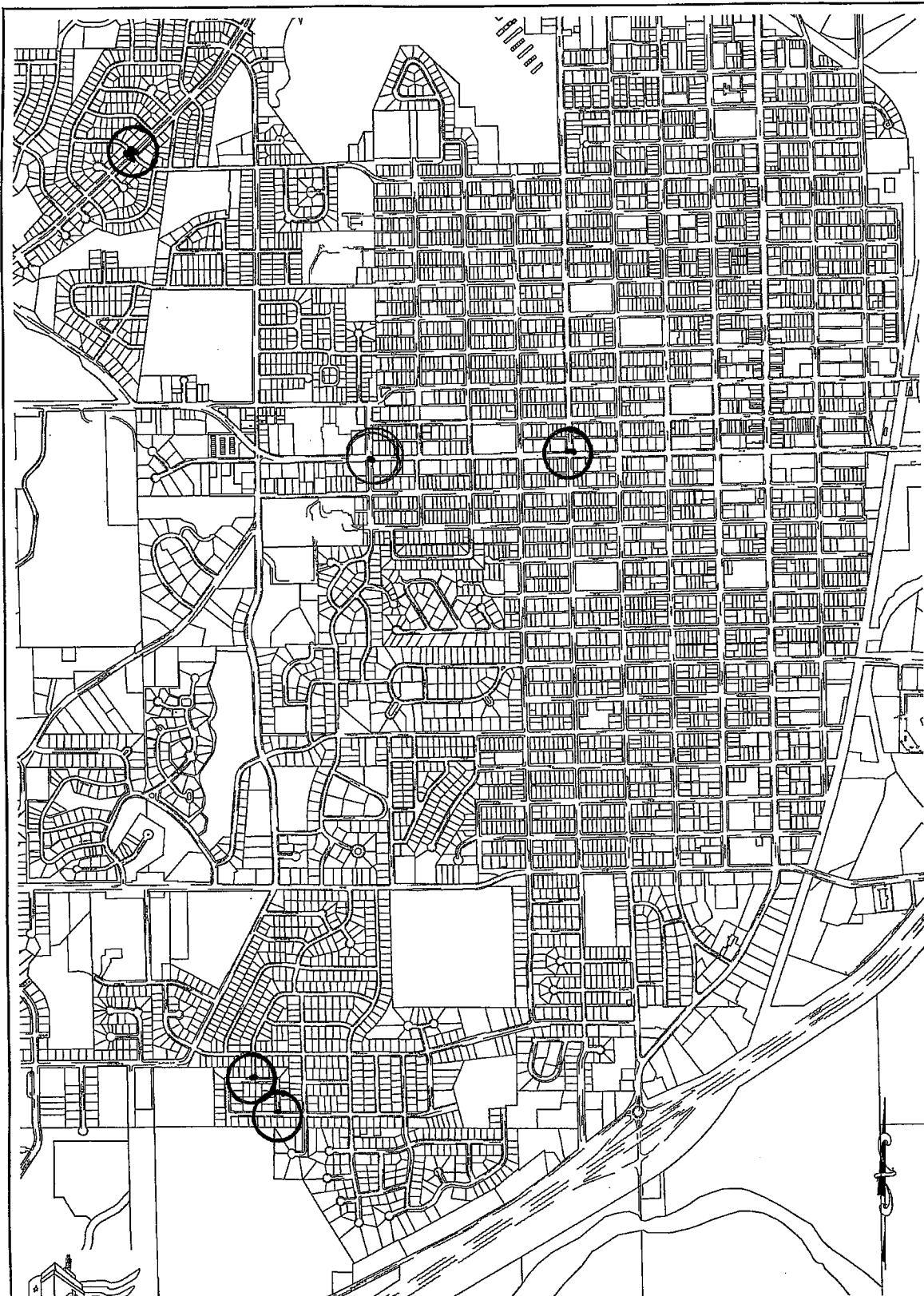
Additional Concrete Locations "8 Depth/ Hi-Early Concrete with #3 bar @ 2 O.C.

**6th & Jackson Intersection
6th & Garfield Intersection**

Item	Qty.	Unit	Unit Price	Total Price
Mobilization	1	LS	500.00	\$500.00
Traffic Control	1	LS	1,500.00	\$1,500.00
Concrete Curb & Gutter	10	LF	17.00	\$170.00
Concrete Valley Gutter w/ W2.9 x W2.9 WWF	96	SY	50.00	\$4,800.00
Base Manipulation	96	SY	1.75	\$168.00
Base Rock	1	CY	50.00	\$50.00
Concrete Removal	96	SY	15.00	\$1,440.00
SUB-TOTAL				\$8,628.00

TOTAL

\$34,399.20



AREA LOCATION MAP
CITY OF JUNCTION CITY

DATE: May 2013

DRAWN: G. H. MOHLEW

FILE:

Aerial Location Map
Additional Concrete Work Locations

SCALE: N.T.S.

Backup material for agenda item:

- g. Consideration and approval of a Kansas Department of Transportation, Grant for an Airport Fuel Containment Facility at Freeman Field Airport.

City of Junction City

City Commission

Agenda Memo

May 21, 2013

From: Gregory S. McCaffery, Municipal Services Director
To: City Commission and Gerry Vernon, City Manager
Subject: **Freeman Field Airport - Kansas Department of Transportation Fuel Containment Facility Grant**

Objective: Consideration and Approval of a Kansas Department of Transportation Grant for a Fuel Containment Facility at Freeman Field (Airport)

Explanation of Issue: As part of the 1999 Kansas Comprehensive Transportation Program, a ten year \$30 million (\$3 million per year) airport assistance program, the City applied and received notification by the Kansas Department of Transportation (KDOT) of a grant for the construction of a Fuel Containment Facility at the Freeman Field Airport.

The Grant would be for 50% of the construction and construction engineering costs for the Fuel Containment Facility. It is estimated at a cost of \$19,100.00, with the grant being for \$9,550.00. The City would be responsible for the 100% design engineering costs and 50% of the construction & construction engineering costs.

This project was noted as a requirement of the City, during the recent Federal Aviation Administration audit, whereby a fuel containment facility was needed for the existing fueling tanks/ facilities at the airport. Funding was budgeted within the 2013 Airport Fund for the 100% of design engineering and 50% of construction & construction engineering costs for this facility.

In order to proceed with the grant it is required that the City Commission approve its acceptance, and further approve the Mayor to sign, as the sponsor, on behalf of the City, the Airport Modernization Agreement.

Should the City Commission approve the grant acceptance, City staff will proceed along with Lochnor, the City's airport engineering consultant, on the design and construction of the fuel containment facility during the summer of 2013.

Budget Impact: Funds are budgeted for the 100% of design engineering and 50% of the construction & construction engineering costs within the Airport Fund.

Alternatives: The City Commission may approve, modify, table or deny the bid/ contract request

Special Considerations: None

Recommendation: City staff recommends the acceptance of the Kansas Department of Transportation - Airport Modernization Grant for the Freeman Field Fuel Containment Facility, and further approve the Mayor to sign, as the sponsor, on behalf of the City, the Agreement, as presented.

Suggested Motion: Commissioner _____ moves to approve acceptance of the Kansas Department of Transportation - Airport Modernization Grant for the Freeman Field Fuel Containment Facility, and further approve the Mayor to sign, as the sponsor, on behalf of the City, the Agreement, as presented.

Commissioner _____ seconded the motion.

Enclosures: Kansas Department of Transportation - Airport Modernization Agreement
– Fuel Containment Facility

AIRPORT MODERNIZATION AGREEMENT

This Agreement, is between **MICHAEL S. KING, Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **City of Junction City** (the “Sponsor”), **collectively**, the “Parties.”

RECITALS:

- A. The Sponsor has applied for and the Secretary has approved an Airport Geometric Improvement Project.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
- 3. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
- 4. **“Construction Engineering”** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.
- 5. **“Contractor”** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.
- 6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and

geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.

7. **“Effective Date”** means the date this Agreement is signed by the Secretary or his designee.
8. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
9. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
10. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
11. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
12. **“Letting or Let”** means the process of receiving bids and awarding a Construction contract for any portion of the Project.
13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
14. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
15. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
16. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: **Construct Fuel Containment Facility**, and is the subject of this Agreement.
17. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.

18. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
19. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
20. **“Sponsor”** means the City of Junction City, Kansas, with its place of business at 700 N. Jefferson, Junction City, Kansas 66441.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** In accordance with KAIP guidelines, the Secretary agrees to reimburse the Sponsor fifty percent (50%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed **\$9,550.00** for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed **\$19,100.00**. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Reimbursement Payments.** The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after Construction of the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was constructed within substantial compliance of the approved Design Plans.

ARTICLE III

SPONSOR RESPONSIBILITIES:

1. **Project Administration.** The Sponsor shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Sponsor shall notify KDOT’s Division of Aviation to communicate the date the contract is Let, the total contract amount, and any other requested information related to the Project.
2. **Design and Specifications.** The Sponsor will prepare Design Plans if required for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Sponsor shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.
3. **Conformity with Federal Requirements.** Sponsor agrees to design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto.

4. **Submission of Design Plans to Secretary.** If requested, the Sponsor will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.
5. **Performance Bond.** The Sponsor has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.
6. **Preventive Maintenance.** The Sponsor agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.
7. **Final Acceptance.** The Sponsor shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.
8. **Prevailing Wages.** The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Maintenance website.
9. **Utilities.** The Sponsor will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Sponsor.
10. **Hazardous Waste.** The Sponsor agrees to the following with regard to Hazardous Waste:
 - (a) **Removal of Hazardous Waste.** The Sponsor shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Sponsor shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Sponsor will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.
 - (b) **Responsibility for Hazardous Waste Remediation Costs.** The Sponsor shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
 - (c) **Hazardous Waste Indemnification.** The Sponsor shall hold harmless, defend, and indemnify the Secretary, his agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs

imposed under state or federal laws arising out of or related to any act of omission by the Sponsor in undertaking cleanup or remediation for any Hazardous Waste.

- (d) **No Waiver.** By signing this Agreement the Sponsor has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Sponsor reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

12. **Indemnification by Contractors.** The Sponsor agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Sponsor for damages paid to the third party and all related expenses either the Secretary or the Sponsor or both incur in defending the claim.

13. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Sponsor as may be deemed necessary or desirable. The Sponsor will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

14. **Financial Obligation.** In accordance with KAIP guidelines, the Sponsor will be responsible for fifty percent (50%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to \$19,100.00, which is the estimated total actual costs for the Project. The Sponsor agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed \$19,100.00 for the Project. The Sponsor shall also pay for any Non-Participating Costs incurred for the Project. The Sponsor agrees the total estimated Non-Participating Costs associated with the Project is \$0.00. The Sponsor shall separate and list apart the Participating Cost bid items (i.e., state aid eligible costs) from the Non-Participating Cost bid items in its Project accounting and on the final Design Plans and the bid documents.

15. **Audit.** The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. The Sponsor shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Sponsor for items

considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.

16. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of KDOT and costs incurred by the Sponsor not to be reimbursed by KDOT. This will enable the Secretary to report all costs of the Project to the legislature.

17. **Legal Authority.** The Sponsor shall adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

18. **Project Modification.** Any the following Project changes require the Sponsor to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

During construction the Sponsor shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

19. **Assurance Clause.** At any time that the public is not allowed access to the airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the Project the FAA approves and authorizes final payment. This provision is only applicable to closure for non-airport purposes.

ARTICLE IV

GENERAL PROVISIONS:

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of Freeman Field Airport.

2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

SPONSOR

By: _____
Name: _____
Title: _____

By: _____
KANSAS DEPARTMENT OF TRANSPORTATION (date)
Michael S. King, Secretary of Transportation

Backup material for agenda item:

- h. Consideration of approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.

Junction City Commission
Agenda Memo –
Meeting May 21, 2013

To: City Commissioners and Gerry Vernon, City Manager
From: Cheryl S. Beatty, ACM/Finance Director
Subject: **Approval of License Agreement – Linear Park**

Objective: Approval of License No. DACA41-3-13-2056 between City of Junction City and Department of the Army.

Explanation of Issue: Approximately ten years ago the City participated in a joint project with Fort Riley to develop Linear Park to establish a walking path along the Republican River. The City, through a license agreement is held responsible for the day to day care and maintenance for the trail, the parking lot, and the bathroom at the trailhead. In February staff requested approval of a License Agreement renewal sent to us by Fort Riley. That agreement was forwarded to the District Corps of Engineers office which manages U.S. Army properties. They reported that the format for such agreements had been changed, therefore, they sent us a new agreement. The changes to the agreement were substantial enough that felt we needed to bring it back to the City Commission for approval.

We found three additions to the agreement for your review and consideration:

1. Item 9: Cost of utilities is new. However, at this time there are no utility connections.
2. Item 12: The restoration clause is new. This new requirement requires that the City remove any property of the City when the license expires. Ed and I visited with the Corps property manager and he indicated that the removal of property would be for equipment and personal property. The trail, parking lot and bathrooms would remain in place as part of real property.
3. Item 17: Previous agreements did not require insurance coverage. The city does have \$1,000,000 general liability coverage. We would need to add this property to the list of insured properties. I have placed a call to MPR to see if there will be an added cost associated with adding the property. We require insurance for our contracts and the Department of Army treats this as us being a contractor for the care of the park.

Budget Impact: The license agreement cost is \$1,500, which was already submitted with the original agreement. I have placed a call to MPR to find out if there will be an additional cost for the insurance coverage.

Alternatives: It appears that the City Commission may approve, disapprove, or table the License Agreement.

Recommendation: Staff recommends the approval of Linear Park License Agreement.

Motion: I, _____, move to approve the Linear Park License Agreement with the Department of Army as presented. Seconded by _____.

Enclosures: Copy of License Agreement

**DEPARTMENT OF THE ARMY
LICENSE NUMBER DACA41-3-13-2056
BETWEEN
FORT RILEY MILITARY RESERVATION
AND
THE CITY OF JUNCTION CITY
GEARY COUNTY, KANSAS**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the general administrative authority of the Secretary, hereby grants to the **City of Junction City, Kansas**, duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal office and mailing address located at **P.O. Box 287, 701 North Jefferson Street, Junction City, Kansas 66441-0287**, hereinafter referred to as the licensee, a license for the **maintenance and operation of a linear park over, across, in and upon lands of the United States**. The linear park, consisting of a 10-foot wide, gravel nature trail following an irregular path varying from 50 to 150 meters from the Republican River Channel approximately 5 miles long beginning at Trooper Drive at the Republican River Bridge and ending at the Installation boundary at U.S. Highway 77, as identified in **EXHIBIT "A"** of the license containing approximately 6 acres of land, referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of **five (5) years**, which began on **1 April, 2012** and expire **31 December, 2016**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation, and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this license shall be addressed, if to the licensee to **P.O. Box 287, 701 North Jefferson Street, Junction City, Kansas 66441-0287** and if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, Kansas City District, 700 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824**; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "licensee" shall include any duly authorized representatives. Any reference to "Operations Manager" shall be interpreted to be the Corps of Engineers Operations Manager, Fort Riley, Kansas, and include his/her duly authorized representatives.

5. SUPERVISION BY THE INSTALATION COMMANDER

The use and occupancy of the premises shall be subject to the general supervision and approval of the Installation Commander, Fort Riley Military Reservation, hereinafter referred to as said officer, and subject to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The licensee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the Premises are located.

7. CONDITIONAL USE BY LICENSEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the rights of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the licensee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

- a. The licensee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government of through Government-owned facilities for use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The licensee shall be responsible for any damage that may be caused to the property of the United States by the activities of the licensee under this license. Any property of the United States damaged or destroyed by the licensee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the licensee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the licensee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the licensee, or for damages to the property or injuries to the person of the licensee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or earlier cessation of operations by the licensee, the licensee shall cease the commercial use of the premises as authorized herein, remove any property of the licensee from the premises, and restore any property which may have been disturbed or damaged by the licensee the premises to a condition satisfactory to said officer. In the event of revocation of this license, the licensee shall likewise immediately cease operations, remove any property of the licensee from the premises and repair any damages caused by the operations of the licensee under this license. In either event, if the licensee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, any abandoned property shall become the property of the United States without compensation therefore, or said officer may cause the property to be removed and the premises restored, and no claim for damages shall be created by or made on account of such removal and restoration work. The licensee shall also pay the United States on demand any sum which may be expended by the

United States after the expiration, revocation, or termination of this license in connection with any failure of the licensee to cease operations and restore the premises as provided for herein.

13. NON-DISCRIMINATION

The licensee shall not discriminate against any person or persons or exclude them from participation in the licensee's operations, programs or activities conducted on the licensed premises, because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises.

14. TERMINATION

The licensee may cease operations under this license at any time prior to its expiration, it being understood and agreed, however, that no refund shall be made of any portion of the advance consideration paid by the licensee.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The licensee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The licensee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The licensee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the licensee's activities, the licensee shall be liable to restore the damaged resources.

c. The licensee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the licensee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

17. INSURANCE

a. At the commencement of this License, the Licensee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of **\$1,000,000.00**, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Licensee under the terms of this License. The Licensee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Licensee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Licensee does not have the required insurance coverage.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the **Army**, this _____ day of _____, 2013.

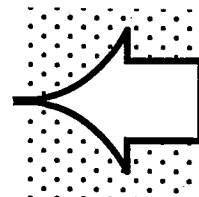
Barbara J. Cunningham
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Kansas City District

THIS LICENSE is also executed by the licensee this _____ day of _____, 2013

City of Junction City, KS

BY: _____

TITLE: _____



NOTE: The licensee must furnish a Corporate Certificate, signed by the appropriate corporate officer, other than the person executing the outgrant as follows:

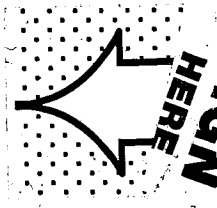
CORPORATE CERTIFICATE

I _____ (name) certify that I am the _____
_____ (title) of **City of Junction City, KS** that _____ (signator
of outgrant) who signed the foregoing instrument on behalf of the corporation was then
_____ (title of signator of outgrant) of the corporation. I further certify that
the said officer was acting within the scope of powers delegated to this officer by the governing
body of the corporation in executing said instrument.

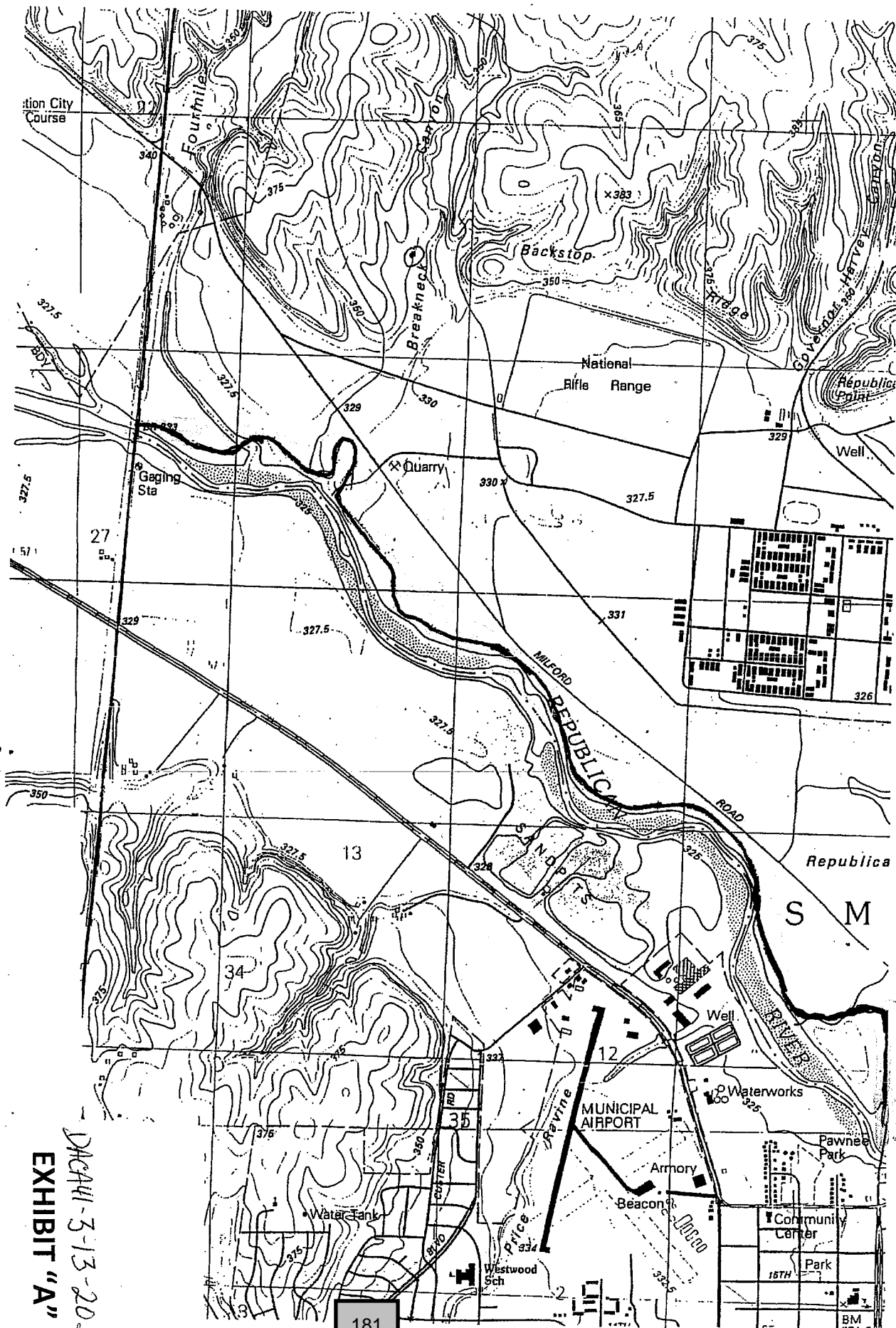
CITY OF JUNCTION CITY, KS

Date: _____

Corporate Secretary or
Appropriate Officer



(AFFIX CORPORATE SEAL)



DESCRIPTION: A strip of land located from Trooper Drive at the Republican River Bridge and roughly follows the Republican River to the Installation boundary at U. S. Highway #77 on the southwest corner of Fort Riley, Kansas. The Linear Park will consist of an approximate 10-foot wide, gravelled nature trail following an irregular path varying 50 to 150 meters from the river channel approximately 5 miles long.

DHCA-1-3-13-2056
EXHIBIT "A"

NOTE: The licensee must furnish a Certificate of Authority, signed by the appropriate official, other than the person executing the outgrant, as follows:

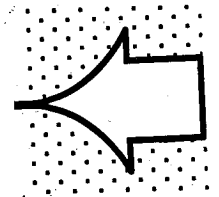
CERTIFICATE OF AUTHORITY

I _____ (name) certify that I am the _____
_____ (title) of **City of Junction City, KS**, that _____
(signator of outgrant) who signed the foregoing instrument on behalf of the Licensee was then
_____ (title of signator of outgrant) of **City of Junction City, KS**. I further certify
that the said officer was acting within the scope of powers delegated to this governing body of
the licensee in executing said instrument.

CITY OF JUNCTION CITY, KS

Date: _____

Clerk or Appropriate Official



(AFFIX SEAL)

**SIGN
HERE**

Backup material for agenda item:

- i. Consideration and selection of City Manager recruitment services.

City of Junction City

City Commission

Agenda Memo

May 15, 2013

From: Cheryl Beatty, Interim City Manager
To: City Commissioners
Subject: City Manager Recruitment Services

Objective: Consideration of bids and selection of recruitment services for City Manager.

Explanation of Issue: During the last regular meeting, the Commission directed staff to conduct a request for proposal process for the selection of a recruitment firm to conduct City Manager recruitment.

Staff developed the RFP in a manner that created three options from which the Commission could select a firm as well as the amount of services required to conduct a successful recruitment.

Staff believes the Commission should carefully evaluate the proposals and make a decision based on the needs of the Commission.

Budget Impact: The cost of the recruitment was not budgeted in the 2013 budget but any costs will be offset through budgetary savings from not paying the City Manager's salary for several months.

Suggested Motion: Commissioner _____ makes a motion to award the bid to _____ for an amount of _____

Attachments: Proposals (3 completed & 1 e-mail requesting more time)



**Statement of Interest for
Junction City, Kansas
Services for City Manager Recruitment
May 17, 2013**



Rebecca G. Crowder, President
Elizabeth Tatarko, Vice President
P.O. Box 27196
Overland Park, Kansas 66225
Ph (913) 851-7530
Fax (913) 851-7529
bcrowder@austinpeters.com
www.austinpeters.com

Proposal prepared by:
Marla Flentje
Senior Consultant
Ph (316) 250-1344
mflentje@austinpeters.com



May 16, 2013

City of Junction City: Attention Tyler Ficken
Professional Services – City Manager Recruitment

Dear Mr. Ficken:

We are pleased to offer this statement of interest for consideration by the Mayor and City Commission. Our letter outlines services we offer to ensure the City selects the most qualified applicant who is also an excellent fit for your organization and community.

We are a general human resource management consulting firm with private, public and nonprofit sector clients. Local government executive recruitment is one of our specialties, and we have extensive and seasoned experience in this work. We believe we are uniquely qualified to serve municipal clients:

- **We understand local government and the needs of elected officials.** Our associates have worked in local government management and have advanced public administration education credentials.
- **We understand the city management profession and what is important to the most qualified candidates.** One of our consultants provides graduate school education to those who aspire to the profession and has also served as an Interim City Manager at the City of Wichita, Kansas. In a past position, another member of our team worked directly with city and county managers to provide regular, professional education programs.
- **Our sole focus is the interests of the governing body.** We are not a head hunting firm and do not represent those seeking executive positions. We enable a merit-based recruitment free from favoritism of candidates based on our associations. Our only client is the governing body.
- **We have a proven, hands-on recruitment process** – deliberative, merit-driven, and inclusive of governing body members – and if preferred, advice from key stakeholders. Our commitment to exceeding clients' expectations enables us to complete recruitment in an average of 14 weeks.
- **We provide exceptional facilitation skills.** We are trained in group processes, and understand the value of governing body consensus at each recruitment stage. None of our previous clients have ever had a split vote on selection of a Manager -- a record that speaks to the value of our facilitation skills.

Our letter responds to all of the City's requested services and also identifies several optional services that many of our clients have found to add value to their executive recruitment process.

We note with pride that Junction City is our current client and we have provided a similar set of services with respect to your recruitment of a Fire/EMS Chief. We believe your City Manager will give you a favorable review of our expertise, high level of performance and responsiveness.

Thank you for the opportunity to offer this letter of interest. We welcome the opportunity to meet with you in person. I can be reached at 316-250-1344 or mflentje@austinpeters.com.

Sincerely,

Marla Flentje

Marla Flentje
Senior Consultant

I. Information Requested in Request for Proposal (#3, page 1)

Description of Firm

The Austin Peters Group, a small Kansas-based company, brings together experience and energy under the name of Austin Peters. Rebecca Crowder, President of Austin Peters, founded the organization with the commitment that this small company will provide high-quality, tailored products to meet the demands of public, private and nonprofit sector customers. According to Rebecca, *"I was frustrated with the lack of personal attention I received from large consulting companies, and the products were generic. I wanted to change the quality of services available, particularly to the nonprofit and public sectors, so The Austin Peters Group was born."*

The Austin Peters Group is a designated Women Business Enterprise (WBE) under the Small Business Administration's certification program. This firm was formally incorporated June 24, 1998. The founders of The Austin Peters Group, Rebecca Crowder and Elizabeth Tatarko, have over forty years of experience collectively in human resource management, executive recruitment, strategic planning, leadership and professional development, governance training, grant writing, fund development and program evaluation.

Resumes of Project Consultants

Marla Flentje, lead project consultant, has been Senior Consultant for the Austin Peters Group for seven years and has a nearly 25-year career in public service, much of it in providing services to local governments and nonprofit agencies. From 1998-2005 she served as education director for the Kansas Association of Counties where her responsibility was to provide teaching, consulting and education management services for elected and appointed persons who serve Kansas counties. During her tenure, she worked closely with the Kansas County Commissioners Association to establish its Leadership Academy (continuing education program for county commissioners) and facilitated development of the organization's Code of Ethics.

Flentje also served in the Hugo Wall School of Urban and Public Affairs at Wichita State University for thirteen years, most recently as Associate Director for Government and Community Services where she worked on numerous projects with local governments in the region. In addition, she has significant experience in executive searches, strategic planning, facilitation and mediation. She has also served on the faculty for the Training Institute for the National League of Cities. Flentje has a masters degree in public administration from Wichita State University.

Flentje gained experience in executive recruitment at the Hugo Wall School where she assisted municipalities with the recruitment of City Managers in the region. At the Kansas Association of Counties, she advised boards of county commissioners on executive recruitment matters. In the past seven years, she has been involved in executive recruitment projects with sixteen cities, counties and nonprofit organizations in the Midwest. Percentage of time on proposed project: 80 percent.

Rebecca Crowder, SPHR, is president of The Austin Peters Group since 1998 and has more than twenty years of local government management experience, including public finance, and nearly ten years of senior level consulting in human resources. Her former positions include Human Resource/Administrative Services Director for the City of Merriam; professional staff at the Municipal Technical Advisory Service at the University of Tennessee; Management Assistant at the City of Janesville, Wisconsin, and Budget Analyst for Johnson City, Kansas.

Crowder has organized and led training programs on a variety of subjects including recruitment and interviewing, compensation and benefits, sexual harassment, human resource law, team building, budget and finance, goal setting and strategic planning. During her career, she has acquired expertise in management recruitment, interviewing, selection and compensation, and legal issues in human resource management.

Crowder is Adjunct Professor at Washburn University, where she teaches courses for designation in human resource management for the Society for Human Resources. She holds many certifications including the Society for Human Resources, Diversity Trainer and Achieve Global, Conflict Resolution and Working Together. She holds an undergraduate degree in political science and a masters degree in public administration from the University of Missouri.

In the past seven years, she has been involved in executive recruitment projects with sixteen cities, counties and nonprofit organizations in the Midwest. Percentage of time on project: 20 percent.

Previous Executive Recruitment Clients

<u>Local government jurisdiction</u>	<u>Length of recruitment</u>	<u>Date position filled</u>
City of Junction City, Kansas Fire/EMS Chief	Continuing	Continuing
CLASS, LTD. ¹ Columbus, Kansas	16 weeks	February, 2013
City of Colby, Kansas City Manager	16 weeks ²	August, 2012
City of Osage City, Kansas City Manager	15 weeks	March, 2012
City of Greensburg, Kansas City Administrator	13 weeks	January, 2012
City of Salem, Missouri City Administrator	13 weeks	September, 2011

¹ CLASS is a large nonprofit agency with an \$8 million annual budget that serves persons with developmental disabilities.

² City Council elected to conduct a second round of interview at added approximately two weeks to the process.

Previous Executive Recruitment Clients, continued

<u>Local government jurisdiction</u>	<u>Length of recruitment</u>	<u>Date position filled</u>
Flinthills Services, Inc. ³ Executive Director	13 weeks	November, 2010
City of Smithville, Missouri City Administrator	14 weeks	September, 2010
Ellis County, Kansas County Administrator	16 weeks ⁴	June, 2010
City of McPherson, Kansas City Administrator	12 weeks	October, 2009
Reno County, Kansas County Manager	16 weeks ⁵	July, 2009
City of Valley Center, Kansas City Administrator	14 weeks	January, 2009
Harper County, Kansas County Manager	20 weeks ⁶	October, 2008
City of Andover, Kansas City Administrator	14 weeks	August, 2008
Garden City, Kansas City Manager	12 weeks	February, 2008
City of Derby, Kansas City Manager	13 weeks	July, 2007

³ Flinthills, Inc. is a large nonprofit agency that serves persons with developmental disabilities.

⁴ County used citizen screening committee that added approximately 2 weeks to the process.

⁵ County used citizen screening committee that added approximately 2 weeks to the process.

⁶ County Commission suspended recruitment during several weeks leading up to primary election.

What previous clients say about our executive recruitment services

"The success at the level we achieved would not have been possible without [The Austin Peters Group's] expert assistance. The accolades from the governing body for their service are unanimous. This is very noteworthy considering it comes from a group that seldom holds a unanimous viewpoint on issues as important and complex as this [City Administrator recruitment]. Ms. Flentje's clients are well served by her and the Austin Peters Group." - The Honorable Mike McNow, Mayor of Valley Center, Kansas.

"After considering multiple bids from executive search firms, our governing body selected The Austin Peters Group. It proved to be a very wise choice. From the beginning, the consultants listened carefully to the wants, needs and concerns of the City Council, employees and citizens. Those ideas were considered throughout the process. Our experience was such a positive one that I can say confidently that we would not hesitate to hire your company again. – The Honorable Dion Avella, Mayor of Derby, Kansas

"The Austin Peters Group was a tremendous asset in the recruitment of our new City Administrator. Ms. Flentje provided us with confidential and professional expertise, starting with a well thought out and prepared Recruitment Profile and ending with a great hire in our City Administrator. She involved and engaged the City Council in every step of the process. The Council and I highly recommend using The Austin Peters Group for your recruitment needs. We found that having [them] on our team was an investment, not an expense." -The Honorable Bob Dixson, Mayor of Greensburg, Kansas.

"The process used by your firm was much more effective [than the City's previous recruitment.] Meetings were organized, the process was structured and the results were markedly better. We moved purposefully through a well designed process and avoided pitfalls often associated with reaching a consensus on such an important decision. In truth, the process actually served to make the governing body more cohesive. I can recommend to other communities without hesitation, the services of The Austin Peters Group. I can also say, without reservation, that if I ever need these services again, I will not hesitate to call you." – The Honorable Quintin Robert, Mayor of Osage City

"As a Reno County Commissioner, I can give a strong recommendation to anyone considering using your company for their executive search process, particularly in regard to public employees. Reno County used your firm in the summer of 2009 to assist in the hiring of a County Administrator, and we were very pleased with the responsiveness and knowledge of Marla Flentje. She was active in promoting our position to others, and I am convinced that several resumes were received due solely to her encouragement. The background checks were quite helpful, and we placed great confidence in Ms. Flentje's assessment of each candidate's suitability for the position." –The Honorable Bradley Dillon, Reno County Commissioner

"It has been just over a month since our new City Administrator started his first day. So far, we are certain he is a top find for our City. I just want you to know if we need your service again, your company will be on the top of the list." - The Honorable Gary Brown, Mayor of Salem, Missouri

II. Responses to Selection Criteria (page 2 of RFQ)

A. Record of Success. Our previous clients, listed on page 4, along with testimonials from some of the elected officials on their governing boards are evidence of our success. All of our previous recruitment engagements have resulted in a successful hiring of an executive manager by a unanimous vote of the governing body. We also suggest Commissioners review their own Fire/EMS Recruitment Profile, Candidate Screening Report and Reference Report as examples of the high quality of our work. We list below references that would speak to our high performance.

The Honorable Pat Mallory
City Council Member
Colby, Kansas
785 443-2790

The Honorable Dion Avello, Mayor
Derby, Kansas
316-788-1519

The Honorable Brian Fullmer, Mayor
Smithville, Missouri
816-447-1565

Gerry Vernon, City Manager
Junction City, Kansas
775-223-7779

The Honorable Mike McNoun, Mayor
Valley Center, Kansas
316-650-2541

The Honorable Quentin Robert, Mayor
Osage City, Kansas
785-528-4163

The Honorable Brad Dillon, Commissioner
Reno County, Kansas
620-727-6758

The Honorable Gary Brown, Mayor
Salem, Missouri 65560
573-729-4811

B. Lead Consultant is Senior Consultant, Marla Flentje, and supporting consultant is Rebecca Crowder.

C. Resource Capacity at our firm is sufficient to complete the recruitment process and perform the services selected by the City Commission in a timely fashion and without delays from our firm. The only service that we sub-contract is graphic design for an on-line brochure for the Recruitment Profile, if the Commission elects to use this optional service.

In addition to the extensive experience and expertise of our consulting team in the area of executive recruitment, our firm's resources also consist of:

- A broad network of professional local government managers in the Midwest
- Membership in the International Association of City and County Management Association
- Many years of experience in developing and delivering professional development programs to local government managers
- Expertise in all aspects of human resource management including up-to-date employment law (signified from certification by the Society for Human Resource Management)
- Access to legal services (although our practice is to rely on the legal counsel of our client when questions of law arise)
- Over fifty years of combined experience working with hundreds of municipal elected officials on a broad array of projects related to executive recruitment, other human resource management needs, strategic planning and training and leadership development

D. Demonstrated Customer Service. References from Junction City's City Manager as well as our other references and client testimonials will provide evidence of our exceptional customer service.

E. Capacity to Meet Scope of Services. Our consultants' resumes reveal our firm has the experience and skill set to deliver the services requested by the City. Our consultants also have the time over the summer months to give Junction City their full attention and anticipate that, absent unanticipated challenges in candidate recruitment or scheduling problems for the Commission, we can complete the recruitment process in approximately 14 weeks.

III. Service Options Identified by Junction City

Option 1

Develop a candidate recruitment profile. The profile is the central document that drives the rest of the recruitment process. The approved profile represents the consensus of Commissioners on the preferred candidate for the organization and is used to help the City put its "best foot forward" in marketing to the most qualified candidates. Getting the details right on the recruitment profile is of utmost importance. **We note that two sections the Fire/EMS Chief Recruitment Profile we prepared for the City earlier this year can be used for the City Manager Profile, thus allowing the City to enjoy a lower fee for this service.** Three steps for Profile development are:

- Conduct individual, on-site interviews with Commissioners** on the following topics:
 - The desired qualifications and qualities of the City Manager
 - Community expectations and priorities in selection of the Manager
 - Immediate issues the Manager will be expected to address

- Procedures and steps for candidate interviews
- Other expectations regarding the recruitment process
- Parameters of the compensation package

b. Prepare recruitment profile for consideration and adoption by the Commission. Based on information gathered from interviews, a recruitment profile with the following sections will be drafted for Commission consideration and adoption:

- Description of the community and detailed description of municipal organization
- Qualifications for the position of Manager (minimum and preferred)
- Qualities desired for the position of Manager
- Job description of City Manager
- Major issues facing the City
- Recruitment timetable
- Parameters of compensation

c. Format and publish recruitment profile as an on-line brochure. The brochure will include attractive pictures of City facilities and the Junction City community (provided by the client), and will be formatted so it can be linked to the main page of the City's website.

Recommend and Implement Position Marketing Strategies and Initiate Affirmative Contacts. Our consultants will offer seasoned advice as to the professional and association-related job boards used for marketing the position. We will advise that enough ad space be purchased to publish detail sufficient to effectively market the organization and community. We will prepare different versions of ad copy to meet the format requirements of chosen media outlets. Ad placement and payment are the responsibility of the City of Junction City.

We will make extensive use of our consultants' networks of professional local government managers to identify current people in the profession who match the City's recruitment profile. We also will tap into the City Manager network in Kansas and adjacent states for the same purpose. We will send the Recruitment Profile to these persons and follow up with personal phone calls to encourage their candidacies.

Receive and process all resume-related materials. Our consultant will receive all candidate resume material submissions, and in doing so, we offer the City the following assurances:

- During the four-week period in which resumes are solicited, we will regularly update Commissioners on the number and characteristics of resumes submitted.
- We will guarantee the strictest confidentiality of all candidate information and communication, sharing information only with Commissioners and City staff who are designated to participate in the recruitment.
- Our communication with all candidates who inquire about or submit a resume will be timely, professional and will project a positive image of the City of Junction City.
- We will act solely in the interests of our client as represented by the City Commission; our job is not to promote the interests of any candidates for the position.

Our consultant will review resumes against the position requirements and preferences published in the Recruitment Profile and identify those candidates who are the closest match. We will screen promising candidates as follows:

- Communicate with candidates to clarify gaps or discrepancies in resume information and solicit additional information for evaluating their candidacies
- Administer an 800-word writing assignment relevant to the City Manager's responsibilities to evaluate candidates' written communication skills
- Conduct an on-line search of relevant information about candidates from public sources, especially print and electronic media

We do not call references at this recruitment stage in order to honor the confidentiality of candidates' resume submissions.

Deliver Candidate Screen Report. Based on the screening steps identified earlier, our consultant will compile a confidential Candidate Screening Report that will contain the following information:

- Profile of each recommended candidate, highlighting number of preferred qualifications, work history, relevant experience, strengths and concerns/limitations
- The writing assignment completed by each recommended candidates
- Copies of relevant media reports and other information from credible public sources

Most governing bodies want to receive the names and materials of five to seven candidates who are the closest match to the preferred candidate. The actual length of the report is determined by the strength of the candidate pool. Our Candidate Screening Report will also identify alternate candidates in the event that the final candidate pool is reduced by candidates who withdraw their applications or whose interviews are less than satisfactory.

Option 2

This option includes all services described in Option 1, plus the following additional services.

Advise on background checks. We will offer advice on conducting formal background checks. At minimum, background checks should include a review of education credentials, credit history, and a search for criminal convictions and vehicle violations. Background checks may also include a drug screening if City policy requires one for all new employees.

Our firm does not conduct formal background checks. Our experience has been that most local government employers are already set up to conduct some or all of these checks on certain categories of employees, e.g., those whose jobs require use of a vehicle. Using this example, most law enforcement departments are able to access the appropriate public records without cost.

Under this proposal, the responsibility for conducting background checks and for payment of fees associated with those checks is with the City. Our consultant will advise designated City staff on accessing services for these reviews. An additional background check may also be advisable through a visit to a finalist's community of residence, especially if it is outside the state. This could be done

by someone designated by the Commission, such as a law enforcement official. A member of our firm could also perform this step as an additional fee service.

Advise on candidate interview process, facilitate development of interview questions and observe candidate interviews. After receiving the Screening Report, Commissioners will determine the finalists for the position. Once their decision is made, they should determine in advance the processes, guidelines and questions for interviewing and selecting a preferred candidate. For example: the interview process may include community and facility tours, forums with employees and/or external stakeholders, and candidate and spouse hospitality events in addition to a panel interview with the governing body.

Our consultants can assist the Commission with developing an effective and legally compliant interview process. Our team has a member who maintains certification in the Society for Human Resource Management Association which enables us to keep up-to-date with evolving case law; her credential allows our firm to offer the most legally current advice. Toward this end we can:

- Work with designated staff to schedule and coordinate an interview process for each candidate
- Provide Commissioners with a menu of interview questions and facilitate agreement on questions to be used in its interview of finalists, while assuring that all questions are legally permissible
- Observe candidate interviews and be available to offer advice if requested
- Assist, as requested, with facilitating governing body agreement on a preferred candidate

Option 3

This option includes all services described in Options 1 and 2, plus the following additional services.

Draft Follow-Up Letters to Candidates Not Selected. Our firm will draft letters and a mailing list for all candidates not selected as finalists and a separate letter and mailing list for finalists interviewed and not selected. We will submit this information to the information electronically to the designated City staff so that letters can be printed on City stationery and signed by the Mayor.

Interview references and others as needed and advise on Board on formal background checks. At the direction of the Commission, and with permission of candidates, reference interviews will be conducted for all finalists. Our consultant will conduct thorough interviews with candidates' references and other persons as needed to thoroughly vet each finalist. A reference report will be provided to the Commission for each finalist at the time of its candidate interviews.

Advise Commission on elements of compensation and an employment agreement, and offer guidance on negotiation of an employment agreement. Elements of compensation and

employment agreement may include: base salary, automobile and technology allowances, deferred compensation (over City's standard retirement benefits), expenses for professional development, relocation expenses, severance length and conditions, and length of contract.

It is preferable that the Commission designate one of its members who has negotiation experience to negotiate with the finalist who receives the City's conditional offer of employment.

Our advice on negotiating an employment agreement will be offered solely with the City's interests in mind. Our firm clearly understands that we work for the Commission, not the candidates. We can provide examples of recent local government employment agreements if needed to assist the Commission and its attorney with development of language.

Additional Services Available to Clients

Listed below are other recruitment-related services often requested by our local government clients. These services are priced separately in the following Fee Section.

1. Conduct employee and/or community focus groups to solicit information on qualifications and qualities desired in a new City Manager. Governing bodies often involve stakeholders – such as employees or citizens – in the selection process. One means of doing so is to seek advice from representatives of these groups as to what qualities and qualifications are most important to the Manager selection. This step should be completed before development of the recruitment profile so governing body members will have the benefit of this advice.

Focus group participants are asked a series of questions designed to elicit responses about qualifications and qualities that should be sought in the City Manager. A written report summarizing responses of each group is prepared for the governing body before their interviews regarding information for the Recruitment Profile.

2. Staff and facilitate a Citizen Screening Committee appointed by the governing body and charged with reducing the candidate pool and recommending finalists. The composition, structure and specific charge to this Committee should be prescribed by the Commission. A screening committee is charged to review applicants for the position of City Manager using the recruitment profile and recommend, in writing, a specified number of candidates for consideration by the governing body. Our consultant can assist in drafting the committee's mission. The Commission should coordinate appointments to assure the Committee is representative of the community-at-large. Our recruitment consultant will initially screen resumes so that only candidates who meet the minimum qualifications will be forwarded to the Committee. The Committee is then tasked to identify a group of semi-finalists who most closely match the recruitment profile and direct a writing assignment to each. During a second meeting, the Committee will evaluate candidates' writing

assignments and credentials, and seek consensus on finalists to be recommended. Our consultant will staff and facilitate the work of the Committee and draft its memo identifying recommended candidates, and judgment of each candidate's strengths and limitations.

3. Advise, assist and coordinate with City staff in gathering compensation data from comparable local governments for the position of City Manager, organize the data, and facilitate governing body agreement on parameters of salary and benefits. Our consultant will work with City staff to obtain the most recent data available for comparable City governments and facilitate agreement among Commissioners as to the parameters for salary and benefits that the City is willing to offer.

Compensation-related issues include salary and benefits, severance provision, deferred compensation, professional education support and automobile expense. It is important to achieve agreement early in the process so that once a preferred candidate is identified, the City can move quickly to make an offer. Delays in finding agreement on compensation and other employment terms can slow negotiations and cause the loss of a preferred candidate to another employer.

4. Facilitate finalist candidates' presentations at community and employee forums. The Commission may wish to ask the finalists also to make presentations to City employees, usually department heads, at a community forum that opens participation to all residents, including the media. This option is an avenue to seek stakeholder advice on the selection and also provides another means to evaluate candidates' communication skills. Forums must be carefully structured and facilitated to be constructive. Our consultant will advise on organizing the forums, facilitate the sessions and provide a means to solicit participant feedback.

5. Provide technical assistance for development of annual performance goals for the new City Manager. The relationship between the Commission and the newly appointed City Manager will be enhanced with clarity as to the Commission's most important expectations for its new administrative leader. In consultation Commissioners, our consultant will draft a set of first year performance goals for their consideration and approval. Establishment of performance goals in this manner will provide the basis for a fair and objective evaluation of the City Manager after the first year of employment.

IV. Service Fees

Option		Fee
Option #1		\$7,550⁷ (includes three trips to JC)
Option #2		\$1,600 (includes one additional trip)
Option #3		\$1,600 (includes one additional trip)
Total of Options #1 - #3		\$10,750
Additional Services		
Focus Group(s)		\$500 per focus group
Staff Citizen Screening Committee		\$1,600
Research comparable compensation		\$300
Moderate candidate forums		No additional cost if present
Assist with first-year performance goals		\$500

Fees are inclusive of all costs including consultant travel and reflects less time needed on the Recruitment Profile because of our previous work on the City's Fire/EMS Chief recruitment. Our proposed fees assumes:

- 1) An employee of the City of Junction City who holds the confidence of the governing body will be designated to provide logistical support and clerical assistance to the recruitment process.
- 2) Legal counsel will be available to advise the governing body on any legal issues arising in the recruitment process and prepare the employment agreement.
- 3) The City pays for all direct costs such as reproduction of recruitment-related documents including but not limited to the Recruitment Profile, resumes, and press releases, all travel and related incidental expenses for candidate interviews, costs to conduct formal candidate background checks, and any other related direct costs.

If the City accepts our proposal or some variation of it, our firm will prepare a Letter of Understanding identifying mutual obligations for written approval by a representative of the City of Junction City and our firm.

⁷ Includes \$550 design fee for color, on-line Recruitment brochure. If Commission prefers it in a Word format, this fee will be waived.

V. Previous Social Sector Clients (partial list)

Public Organizations

City of Abilene, KS
Barton County, KS
Butler County, KS
Butler Community College, KS
Central-Lee School District, IA
City of Chattanooga, TN
Cole County School District, MO
City of Derby, KS.
Ellis County, KS
Franklin County, KS
City of Garden City, KS
City of Grandview, MO
Henry County School District, MO
Miami County, KS
Johnson County, KS
Johnson County Community College, KS
Kansas State University, KS
City of Andover, KS
City of Garden City, KS
City of Iowa City, Iowa
City of La Vista, NE
City of Lenexa, KS
City of Marshalltown, Iowa
City of North Liberty, Iowa
City of Oklahoma City, OK
City of Ottawa, KS
City of Paola, KS
City of Park City, KS
City of Salem, MO
City of Smithville, MO
Platt County, MO
Reno County, KS
Riley County, KS
City of Rose Hill, KS
City of Valley Center, KS
City of Wichita, KS.
Sarpy County, NE
Sedgwick County, KS
Seward County, KS
Southern Missouri State Univ., MO
Univ. of New Mexico-Roswell, NM
USD 501 Topeka, KS

Nonprofit Organization

American Diabetes, Association, Ks. Chapter
Arc of Sedgwick County, KS
Arc of Douglas County, KS
Benedictine College, KS
The Arc of Douglas County
The Arc of Sedgwick County
Big Brothers/Big Sisters of Kansas, Oklahoma and North
Central Florida
Boys and Girls Club, KS
Butler Community College
Cameron Regional Medical Center, MO
Corporation for National Service
Dickenson Foundation, KS
Families Together, KS
Flinthills Services, Inc., KS
Historic Wichita Cowtown, Inc.
Kansas African American Museum, KS
Kansas Association of Counties, KS
Kansas City Ballet, MO
Kansas Health Foundation, KS
Kansas Legal Services, KS
Kansas Municipal Utilities
KPTS, Channel 8 Public Television
Medical Services Bureau, KS
The Menninger Clinic, KS
Mercy Health Center, KS
Miami Co. Mental Health Centers, KS
Mid America Regional Council, MO
National League of Cities
Prairie Band Potawatomi Nation, KS
Saint Luke's Hospitals, KS
Sedgwick County Nonprofit Chamber of Service, KS
Sunflower Foundation, KS
TeamMates Mentoring Program, NE
Twenty First Century Alliance
United Methodist Urban Ministries, KS
United States Department of Agriculture
United Way of Kansas City, KS
Wichita Area Association of Realtors
Workforce Alliance of South Central Kansas

Ficken, Tyler

From: Tom Kaleko <tkaleko@springsted.com>
Sent: Thursday, May 16, 2013 12:56 PM
To: Ficken, Tyler
Subject: City Manager Recruitment RFP

Mr. Ficken,

Springsted Incorporated is very interested in responding to your RFP for recruitment services. Unfortunately, our current workload prohibits us from adhering to the very short deadline requested. Should you elect to extend the deadline, please let us know as we are very interested in serving the City of Junction City.

Thank you.

Tom

Tom Kaleko, CIPFA
Senior Vice President
Springsted Incorporated
9229 Ward Parkway, Suite 104
Kansas City, Missouri 64114-3311

816-333-7294
816-333-6899 Fax
tkaleko@springsted.com

Visit us on the web at www.springsted.com

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ORGANIZATION CONSULTANTS

Robert J. Saunders
1542 Merit Lane
Liberty, Missouri 64068

Voice Line 816. 781.5329
Fax Line 816 78 15329
Email: bob@organizationconsultants.com

May 15, 2013

Dear Mr Ficken and Commissioners,

It is my pleasure to submit this proposal for recruitment and selection services pertaining to a city manager for Junction City. The proposal will explain my approach to providing a city commission with these services as well as the scope of services that we provide our clients which would match or exceed all three options in your Request for Proposal.

It was my privilege to serve your sister city of Abilene several years ago when they searched for and appointed a new city manager. I am proud to have served Salina in several ways for many years and they are also familiar with my work.

My firm, *rjs* Organization Consultants, was founded in 1981. You will find with this proposal a listing of cities I have served. You will notice that a number of years ago I facilitated city commission goal setting retreats for Junction City. It is a source of personal pride that many of my clients return when they need the services we provide. It would be a pleasure to have the opportunity to once again assist the city commission in this important task. (See attachments A, B, C to proposal document.)

You will also note from the biographical information included with the proposal, I bring to my clients a rich background as a former city administrator as well as a directly elected mayor and city council member. For now over forty years, I have been an active participant in the public administration arena.

It would be my pleasure to serve the City Commission of Junction City in your search for and selection of a new city manager. I would be pleased to have the opportunity to come to Junction City to visit with you about my services.

Sincerely,

Bob Saunders

Robert J. Saunders
rjs Organization Consultants

EXECUTIVE RECRUITMENT STRATEGIC PLANNING & GOAL SETTING ORGANIZATION CHANGEORGANIZATION
DEVELOPMENT TEAM BUILDING GROUP FACILITATION

TO
CITY COMMISSION
JUNCTION CITY, KANSAS

PROPOSAL
FOR

RECRUITMENT AND SELECTION SERVICES
OF
CITY MANAGER

MAY 15, 2013

INTRODUCTION

The decision that results in the selection of a city manager is the culmination of a number of decisions that must be carefully made along the way. Consequently, the process that I use places great emphasis on facilitating the city commission through those decision points so that a consensus is built at each point. In my view it is not the role of the consultant to impose decisions on the members of the commission but to insure that the city commission members are positioned to make top quality group decisions.

LENGTH OF PROCESS

The recruitment and selection process that is being offered in the steps outlined below can be accomplished in 90 days. However, it is also noted that experience dictates that it is more realistic to assume that there may be some slippage in that schedule. The longer time frame is usually due to scheduling difficulties for meetings with members of the commission.

PROFILES

The first step must be the creation of profile statements. First, is the City Commission's Community Profile Statement that compiles the commission members' views of the city's assets and challenges. This statement is extremely useful in recruiting and preparing candidates for interviews at a later stage. Also, it augments the information about the city that is readily available from the internet. Second, and of greater

importance is a detailed Position Profile Statement which represents a consensus of the commission members' views regarding personal characteristics, management skills,

Proposal to City Commission
Junction City, Kansas
May 15, 2013
Page Two of Five

management style, and commission/manager role preferences that should be sought in the new city manager. I do this either through a questionnaire or structured interview depending on the client's preference.

Once the data from the questionnaire (or interview) has been collected and compiled, a meeting of the city commission is held to reach consensus on each individual item. This meeting will typically take approximately two hours. It is then possible for the consultant to prepare detailed Position Profile and Community Profile Statements to guide the consultant and commission members through the rest of the recruitment and selection process. Once the statements are written they are sent to all members of the city commission to be "checked" for consistency with the agreed upon consensus.

In addition, the process is flexible enough to allow the city commission to meet the needs of the Junction City community. For example, some governing bodies wish to have additional input from staff or community leaders as they consider the critical elements that should be included in the profiles. That input may be gathered either by questionnaire or interview the same as would be done with the mayor and commission members. Such data becomes advisory to the city commission.

SPECIFIC RECRUITMENT

Once advertisements are placed and profiles are established the consultant is in a position to specifically recruit on a national basis potential candidates that might not otherwise apply. Likewise, because of the consultant's broad association and experience in the public sector recruiting arena, candidates with troubled backgrounds may be quickly identified.

SCREENING

A second critical decision point is the initial screening of applications that the consultant provides for the city commission. It is not atypical to receive a considerable number of applications for a position of this nature. With a detailed position profile, as a consultant to the city commission, it is possible to screen applications into three categories:

- (1) Those that meet the profile (typically, eight or ten)
- (2) Those that meet the profile but have some deficiency
- (3) Those that do not meet the profile or have troubled histories

After the initial screening, all candidates that appear to meet the profile (definitely all those in category one and many in category two) will receive telephone interviews with the consultant. After this is done, a meeting is held with the city commission at which the

Proposal to City Commission
Junction City, Kansas
May 15, 2013
Page Three of Five

consultant presents summaries of those applications in the first category. At this meeting three-five semi-finalists are chosen by the city commission members to be invited for interviews.

INTERVIEWS

An orderly and professional interview process is organized and coordinated for the city Commission. It is this consultant's practice to provide the commission members with a set of suggested interview questions as a basis for the interviews. However, individual commission members are encouraged to ask any specific questions not otherwise covered. Separate interviews are held with each candidate and typically last from one and a half to two hours. The consultant attends all the interviews. The interview process needs to be designed so that all members of the city commission have an opportunity to interact with the candidates. Usually, one or two candidates will return for a second interview that may be used to clarify opinions or explore backgrounds and mutual interests further.

SCOPE OF SERVICES

The above paragraphs provide some background, philosophy and approach to this consultant's work with the city commission in selecting a city manager. It is my belief that most consultants offer essentially the same services although they are delivered in different ways. My approach is to assist members of the city commission in making right decisions. The approach is not to impose decisions on the members.

Following is the typical scope of services we offer in the selection of a city manager:

1. The establishment of a time schedule which is mutually acceptable to client and consultant and then conduct all activities within that schedule in so far as possible.
2. Prepare and place position available announcements
3. Preparation of a detailed questionnaire which is administered to all members of the city commission through the mail (US or electronically) for the purpose of establishing criteria for the position of city manager. (If it is desired, the questionnaire process may be replaced by individual interviews) Some processes involve significant individuals identified and agreed upon by the city commission members to provide them with advice. In such a case, data is also gathered from the individuals

identified.. For example, in some cities it is desired to have the advice of senior staff and in that way include them in the recruitment process. In any event, the final decisions rest with the members of the governing body.

Proposal to City Council
Junction City, Kansas
May 15, 2013
Page Four of Five

Experience indicates that the questionnaire is a more efficient and thorough method and affords the most consistent results. However, the choice which vehicle is used depends on client preference.)

4. Receive and compile the results of the questionnaire answered by city commission members (and others). Also, prepare the results of the questionnaire for presentation to the city commission. Likewise, if an interview process is used, the data so obtained is also compiled.
5. Prepare, conduct, and facilitate a meeting of the city commission to "feedback" questionnaire (interview) results and assist the commission members in establishing, by consensus decision, the criteria which will be included in a City Commission Community Profile Statement and a Position Profile Statement.
6. Prepare, for the approval of the city commission members, both the Community and Position Profile Statements encompassing the appropriate and agreed upon items. Such statements will then form the basis for future recruitment, screening and selection decisions.
7. Manage the selection process for the city commission as it directs.
8. On behalf of the mayor and commission members, answer applicants' questions by telephone, email, or letter. Acknowledge receipt of resumes and notify candidates of their standing in the process.
9. Actively recruit desirable candidates as appropriate to the process.
10. Screen all applicants, check references, and appropriately advise the city commission members in the selection of candidates for interviews.
11. Establish, manage, and monitor an orderly interview process for the city commission.
12. Monitor and assist the city commission with handling the contracting phase as requested by them.

13. Advise the city commission on any other matters consistent with these services as requested.

Proposal to City Commission
Junction City, Kansas
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Page Five of Five

14. Be available for post appointment mentoring with the successful applicant for a minimum of ninety days from date of employment.

PROFESSIONAL FEES AND COSTS

The scope of services outlined above is offered to the city of Junction City, Kansas for a total consulting fee of Nine Thousand Five Hundred Dollars (\$9,500.00). Other consultant expenses will not exceed Seven Hundred Fifty Dollars (\$750.00) without prior authorization from the city council.

The cost of advertising and interview expenses are expressly those of the City. (Typically, advertising expense will be Five to Seven hundred dollars. The city council will control interview expense by their invitation of candidates for interviews.)

Partial payment of the consulting fee in the amount of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) will be billed and payable upon completion of the Profile stage of the process. Final billing of the remaining fee and expenses will take place upon completion of the selection process. Completion of the selection process shall be determined when an offer extended by the City Commission of Junction City has been accepted by the candidate.

ROBERT J. SAUNDERS BIOGRAPHY

Bob Saunders began his professional career in 1961 as the first city administrator of Belton, Missouri. In 1965 he moved to Liberty, Missouri to assume the same position. Both cities are growth cities in the Kansas City metro area. Goals in both cities were similar: to begin development of a professional city organization; to establish modern budget, accounting, and other management systems; to assist the City Council in instituting modern growth policies and procedures; and, to institutionalize change to professional city management. These goals remain areas of professional interest for Saunders.

In 1967 Saunders joined the faculty and staff of the University of Missouri-Kansas City where for the next fifteen years he served in a variety of capacities. Throughout his tenure, Saunders directed the Center for Management Development (CMD) in the School of Business and Public Administration and for the last five years served as an Associate Dean of the School. The Center provided management development, training, and applied research for business, public, and not for profit organizations.

During this time Saunders developed his personal specialization as a process consultant. Through the pioneering work of the Center in the late sixties and early seventies Saunders came to be known particularly for his work in public sector organization development and the application of process consultation methods to city council team building and goal setting and strategic planning. In addition to his work with the University, Saunders consulted on a national basis with city councils in cities of all sizes through his work with programs of the National League of Cities and the International City/County Management Association among others.

In 1981 Saunders founded the firm, rjs Organization Consultants, and began a full time private consulting practice. He has continued to develop the process consultation skills and methods that are uniquely augmented by more than forty years of practical experience solving problems in public, private, and third sector organizations. These are some of the skills that make him in demand by a wide variety of organizations.

Saunders holds a bachelor degree in economics from the University of Missouri and a master's degree in public administration (city management) from the University of Kansas. He has written articles for professional journals and is a contributor to several books. He has been a frequent speaker, panelist, and guest lecturer. He served occasionally as adjunct faculty for such institutions as William Jewell College and Rockhurst College Graduate School of Management among others.

Bob Saunders is a consultant who has attempted to "practice what he preaches". He has a long list of civic involvements. He served as Chair of the Liberty Planning and Zoning Commission for fifteen years during a high growth period and is a former member of the City Council. He is also a former member of the Clay County, Missouri Board of

Parks, Recreation, and Historic Sites and the Liberty Historic Preservation Commission. He has been actively involved on the Boards of numerous economic development organizations, the Mid-America Regional Council, and the Missouri Municipal League. Saunders is a former directly elected two term Mayor of Liberty, Missouri.

Attachment B

ORGANIZATION CONSULTANTS

The firm was formed in 1981 and specializes in providing high quality, individually tailored and personalized process consultation and facilitation for local government, business, and not-for-profit groups and organizations. Particular areas of expertise include strategic planning and goal setting, executive recruitment, organization development and change strategies, organization training, conflict resolution, and meeting facilitation.

The firm was built on the extensive background of Robert Saunders that spans a successful career of more than forty years. Saunders' experience as a process consultant working specifically with local governments began in 1968 while he was a faculty member and administrator at the University of Missouri-Kansas City's School of Business and Public Administration. Through the years Saunders has personally structured and facilitated numerous individually tailored programs in organizations of all sizes and diverse compositions.

Strategic Planning and Goal Setting - Each year numerous city councils and other groups call upon us to develop and facilitate their planning processes. Projects may be as simple as an intensive one-day workshop meeting or may involve a more extensive format such as a two-three day retreat or a community based project carried out over a period of months. The purposes of the workshops or retreats often employ Saunders' particular skills to accomplish team building as well as goal setting. From 1978-1980, Saunders served as consultant to the National League of Cities in their Council Policy Leadership Program. This extensive program was funded by the Kettering Foundation and the federal government. During this program, Saunders facilitated numerous programs and consulted in cities such as Wichita, Kansas; San Jose and Long Beach, California; and Charleston, South Carolina among others.

Executive Recruitment - The firm handles executive recruitment of city managers, administrators, and other department level executives for a number of agencies each year. Recruitment and selection are viewed as a process that begins with establishing community and position profiles by the appointing authority and emphasizes consensus decision making throughout. While the approach the firm utilizes is based on a process consultation model it offers full and complete services; management of the process, recruitment of candidates, screening and reference checking, recommendations of desirable candidates, interview process, and contracting.

Organization Development - The management of change and the creation of greater productivity is an essential part of organization life. Participative management techniques, organizational interventions to gain ownership, commitment, and empowerment on the part of management teams and workers, reduce conflict, and achieve quality customer service are the result of on-going programs of the firm with a variety of clients.

Group Facilitation - When a third-party facilitator is needed to achieve desired results from a meeting with a minimum investment of time, Saunders frequently is called

upon to serve in that role. Saunders is known for his skill in taking a diverse group with divergent agendas and producing consensus decisions whether there is potential conflict, the group is essentially leaderless, or the leader wishes freedom to be a full participant.

Attachment C

**PREVIOUS PUBLIC SECTOR CLIENTS
of
ROBERT J. SAUNDERS**

RECRUITMENTS AND SELECTIONS

ABILENE, KANSAS	
City Manager	2007
ALBANY, MISSOURI	
City Administrator	1996
BELTON, MISSOURI	
City Administrator	1988
Director of Finance	2000
BLUE SPRINGS, MISSOURI	
City Administrator	1978
Assistant City Administrator	1985, 1989, 1995, 1999
Public Works Director	1990
BRANSON, MISSOURI	
City Administrator	1985
BRIDGETON, MISSOURI	
Administrative Assistant to Mayor	1999
CAMERON, MISSOURI	
City Manager	1990, 2009
CLINTON, MISSOURI	
City Administrator	1988
CREVE COEUR, MISSOURI	
City Administrator	1988, 1999
COWLEY COUNTY, KANSAS	
County Administrator	2011
CRYSTAL CITY, MISSOURI	
City Administrator	2008

EXCELSIOR SPRINGS, MISSOURI

City Manager

1978, 1985

RECRUITMENTS AND SELECTIONS CONTINUED

FESTUS, MISSOURI

City Administrator

2009

FRANKLIN COUNTY, KANSAS

County Administrator

2000

GARDNER, KANSAS

City Administrator

1994, 2000

Finance Director

2000

City Engineer

2000

Planner

2000

Code Administrator

2000

GLADSTONE, MISSOURI

City Manager

1984

Director of Public Safety

1986

GRANDVIEW, MISSOURI

City Administrator

1978, 1986

GRAIN VALLEY, MISSOURI

City Administrator

1990, 2002, 2005

HANNIBAL, MISSOURI

City Manager

1997

HARRISONVILLE, MISSOURI

City Administrator

1985

Public Works/Engineer

INDEPENDENCE, MISSOURI

City Manager

1993

Police Chief

1998

Assistant City Manager

1998

JOHNSON COUNTY, KANSAS

County Administrator

1985

Chief Financial Officer

1996

KANSAS CITY, KANSAS

City Administrator

1983

KANSAS CITY, KANSAS CHAMBER OF COMMERCE

President/CEO

1984

RECRUITMENTS AND SELECTIONS CONTINUED

KANSAS CITY, KANSAS BOARD OF PUBLIC UTILITIES

General Manager

1984

KIRKSVILLE, MISSOURI

City Manager

1981,1985,1990,1993,2003

LAWRENCE, KANSAS

City Manager

1990

LEAVENWORTH, KANSAS

City Manager

1977,1981,1987,1998, 2007

LEAVENWORTH, KANSAS WATER DEPT.

General Manager

2008

LEAWOOD, KANSAS

City Administrator

1979

LIBERTY, MISSOURI

City Administrator

1978

LYONS, KANSAS

City Administrator

1997

MERRIAM, KANSAS

City Administrator

1986, 1988.2008

MEXICO, MISSOURI

City Manager

1988, 2007

NEWTON, KANSAS

City Manager

2007

NORTH KANSAS CITY, MISSOURI

City Administrator

1978,1985,1987,2000

Police Chief

2002

OAK GROVE, MISSOURI

City Administrator	1992
OLATHE, KANSAS City Manager	1988
RECRUITMENTS AND SELECTIONS CONTINUED RECRUITMENTS AND SELECTIONS CONTINUED	
OSAGE BEACH, MISSOURI City Administrator	2000
PLATTE CITY, MISSOURI City Administrator	1993, 1996.2008
PRAIRIE VILLAGE, KANSAS Police Chief	1991
RAYTOWN, MISSOURI City Administrator	1994
ROLLA, MISSOURI Public Works Director	1985
SMITHVILLE, MISSOURI City Administrator	1977, 1982
SPRING HILL, KANSAS City Administrator	1993, 1995, 2002
SNI VALLEY FIRE PROTECTION DISTRICT Fire Chief	1988
TOWN AND COUNTRY, MISSOURI City Administrator	1996
WARRENSBURG, MISSOURI City Manager Fire Chief	1984, 2011 2004
WEBSTER GROVES, MISSOURI City Manager	1986

**PREVIOUS PUBLIC SECTOR CLIENTS of
ROBERT J. SAUNDERS**

**GOVERNING BODY WORKSHOPS, RETREATS,
SEMINARS, STRATEGIC PLANNING, GOAL SETTING,
TEAM BUILDING**

(Many of these clients have returned year after year)

BELLA VISTA, ARKANSAS RECRUITMENTS AND SELECTIONS CONTINUED	Board of Directors
BLUE SPRINGS, MISSOURI	City Council
BONNER SPRINGS, KANSAS	City Council
CAPE GIRARDEAU, MISSOURI	City Council
CARTHAGE, MISSOURI	City Council
CHANDLER, ARIZONA	City Council
CLAY COUNTY, MISSOURI	County Commission Economic Development Council Park Board
CHILLICOTHE, MISSOURI	City Council
CRESTWOOD, MISSOURI	City Council
DENTON, TEXAS	City Council
EL DORADO, KANSAS	City Commission
EMPORIA, KANSAS	City Commission
EXCELSIOR SPRINGS, MISSOURI	City Council
FORT WORTH, TEXAS	City Council
FULTON, MISSOURI	City Council Planning Commission
GLADSTONE, MISSOURI	City Council
GLADSTONE, MISSOURI CHAMBER OF COMMERCE	Board of Directors
GRAIN VALLEY, MISSOURI	Board of Aldermen

GRANDVIEW, MISSOURI	City Council City Council/Econ. Dev Council Community Based StrategicPlanning
HAZELWOOD, MISSOURI	City Council
HENDERSON, NEVADA	City Council
WORKSHOPS, RETREATS, ETC CONTINUED	
INDEPENDENCE, MISSOURI	City Council
JOHNSON COUNTY, KANSAS	Airport Authority County Commission
JOPLIN, MISSOURI	City Council Homeless Summit Community Park Plan
JUNCTION CITY, KANSAS	City Commission
KANSAS CITY, KANSAS C OF C	Board of Directors
KANSAS CITY, KANSAS ECON DEV COUNCIL	Board of Directors
KANSAS CITY, MISSOURI	City Council
KANSAS EASTERN REGION INSUR. TRUST	Board of Directors
LAKE OZARK, MISSOURI	City Council
LAS CRUCES, NEW MEXICO	City Council
LAWRENCE, KANSAS	City Commission
LEAWOOD, KANSAS	City Council
LEE'S SUMMIT, MISSOURI	Board of Aldermen
LENEXA, KANSAS	City Council
LIBERTY, MISSOURI	City Council
MARCIT	Board of Directors
MERRIAM, KANSAS	City Council

MISSION HILLS, KANSAS	City Council
MISSOURI MUNICIPAL LEAGUE	Board of Directors
NORTH KANSAS CITY, MISSOURI	City Council
NORTH KANSAS CITY BUSINESS COUNCIL	Board of Directors
WORKSHOPS, RETREATS, ETC CONTINUED	
NORTHEAST JOHNSON COUNTY DEV. AND RETENTION COUNCIL	Board of Directors
OVERLAND PARK, KANSAS	City Council Metcalf Corridor Group Neighborhood Group Downtown Group
ODESSA, TEXAS	City Council
PRAIRIE VILLAGE, KANSAS	City Council Plan Commission
RAYMORE, MISSOURI	City Council
RAYTOWN, MISSOURI	Board of Aldermen
RIVERVIEW, MICHIGAN	City Council
SAINT JOSEPH, MISSOURI	City Council
SALINA, KANSAS	City Commission
SAN ANGELO, TEXAS	City Council
SEDALIA, MISSOURI	City Council
SMITHVILLE, MISSOURI	City Council
SPRING HILL, KANSAS	City Council
TERRELL, TEXAS	City Council
TARRANT COUNTY, TEXAS HOSPITAL DISTRICT	Board of Trustees

WARRENSBURG, MISSOURI

City Council

WEBSTER GROVES, MISSOURI

City Council
Planning Commission
Board of Aldermen

WENTZVILLE, MISSOURI

WORKSHOPS, RETREATS, ETC CONTINUED

**NATIONAL LEAGUE OF CITIES
CITY COUNCIL POLICY TRAINING PROGRAM
(National Consultant and Facilitator)**

WICHITA, KANSAS

City Council

LONG BEACH, CALIFORNIA

City Council

SAN JOSE, CALIFORNIA

City Council

CHARLESTON, SOUTH CAROLINA

City Council

MINNEAPOLIS, MINNESOTA

City Council

**ORGANIZATION AND MANAGEMENT DEVELOPMENT
INTERVENTIONS, TRAINING, ASSESSMENT CENTERS, ETC.**

BELTON, MISSOURI

Organization Structure

BLUE SPRINGS, MISSOURI

Organization Development
Assessment Centers

**CENTRAL JACKSON COUNTY
FIRE DISTRICT**

Organization Development
Assessment Centers

CHANDLER, ARIZONA

Organization Development

CHILLICOTHE, MISSOURI
Management Staff
Police Department

Training and Team Building
Training and Team Building

CLINTON MISSOURI

Organization Development
Management Development

DENTON, TEXAS Management Development

FULTON, MISSOURI Organization Development

GLADSTONE, MISSOURI Management Development
Organization Development

ORGANIZATION DEVELOPMENT, TRAINING, ETC CONTINUED

HARRISONVILLE, MISSOURI Team Building
FIRE DEPARTMENT

HAZELWOOD, MISSOURI Training and Team Building
MANAGEMENT STAFF Training and Team Building
POLICE DEPARTMENT

HENDERSON, NEVADA Management Development

INDEPENDENCE, MISSOURI Organization Development

JEFFERSON CITY, MISSOURI Management Development

KANSAS CITY, MISSOURI Organization Development
CITY MANAGEMENT STAFF
DEVELOPMENT DEPARTMENT
FIRE DEPARTMENT

KANSAS CITY AREA TRANSIT AUTH. Strategic Planning

KIRKSVILLE REGIONAL Management Development
MENTAL HEALTH

LEE'S SUMMIT, MISSOURI Organization Development
Assessment Centers

MISSOURI FIRE ACADEMY Management Training

O'FALLON, ILLINOIS Organization Development

OFFICE OF ADMINISTRATION Organization Development
STATE OF MISSOURI

RAYMORE, MISSOURI Staff Team Building

SALINA, KANSAS Organization Development

Assessment Center

The League of Kansas Municipalities

300 SW 8th Ave., Suite 100
Topeka, KS 66603

Phone: 785-354-9565
Fax: 785-354-4186

The League was founded in 1910 to advance the general welfare and promote the quality of life of the people who live within Kansas cities. The League Executive/Administrative Position Search (LEAPS) program began in 1998. The program was created because our member cities requested a lower cost search service with the same quality of service as private search firms. They also wanted an independent firm that would recommend the top candidates rather than promote the firm's own clients. The League only represents cities seeking to fill position, not job seekers. This gives us the ability to provide a truly impartial third-party executive search for our cities.

Services Provided:

- We conduct comprehensive Governing Body interviews and surveys to develop a clear recruitment profile that reflects the needs and desires of the City.
- Using the recruitment profile as a guide for the expectations of the city manager, we develop advertisements and a marketing strategy that target the desired candidates and highlight the strengths of the City. We can link a full description of the community on the League Employment Ad website, one of the most valuable public sector job opening pages in Kansas.
- The League collects applicant resumes and uses multiple personnel to screen and rank candidates according to their qualifications and the priorities of the Governing Body.
- We perform reference and background checks, and will help plan and provide consultation on every part of the interview process.
- We perform a salary survey to determine compensation for managers in similar cities across Kansas and the region.
- Our six legal staff can assist with negotiations and help draft the employment contract.
- We send follow-up letters to all applicants.
- We communicate with the governing body and city employees throughout the search process.

Key Personnel: Kim Winn, Deputy Director – 18 years with the League, 15 years managing executive searches

Michael Koss, Member Services Manager – 1.5 years with the League and assisting with executive searches

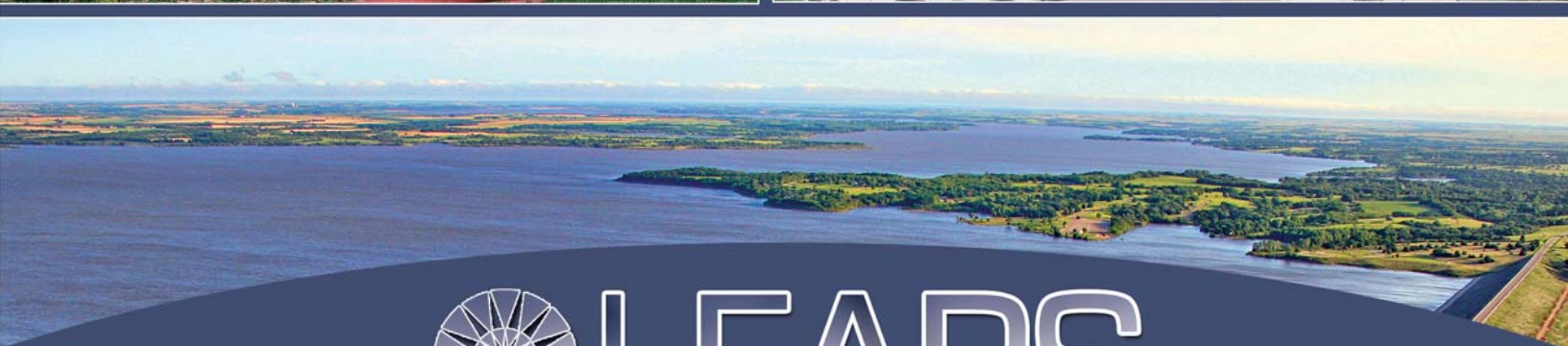
Nikki Harrison, Administrative Assistant – 4 years with the League and assisting with executive searches

Completed Projects: Junction City (2009), Coffeyville (2012), Russell (2012), Roeland Park (2011), and over 70 other Kansas cities over the course of 15 years.

OPTION			COST
OPTION #1			\$6,901.50
OPTION #2			\$6,901.50
OPTION #3			\$6,901.50
ADDITIONAL SERVICES			N/A
TOTAL COST			\$6,901.50

League Executive/Administrative Position Search

Junction City



LEAPS

Process Overview

THE PLANNING SESSION

League Staff will provide the Governing Body with an overview of the entire LEAPS process. The presentation will cover roles and responsibilities, as well as a timeline for completing the search.

GOVERNING BODY ASSESSMENT

Each member of the Governing Body will complete two surveys to help shape the position and the candidate pool. The "Who is Responsible?" profile will further clarify the responsibilities for the position. This instrument will also help determine the position description and assist in screening applicants.

The "Ideal Candidate" profile will determine the specific skills and management style that governing body members would like to see in the person filling the position. This instrument will help build the position description, advertisement, and determine the criteria used for screening resumes.

SALARY GUIDANCE

We will conduct a salary and benefits survey to provide the Governing Body with information regarding the level of City Manager compensation. This information will assist the city during contract negotiations.

ADVERTISING

League Staff will create advertisements and produce a plan to properly advertise the position. We use state, regional, and national resources to reach highly qualified municipal managers.

PROCESSING RESUMES

The League creates a database of all candidates and checks resumes for completeness and compliance with the requirements set forth by the Governing Body. We will express our recommendations to help the Governing Body select candidates for interviews. The city will make the final determination of how many and which candidates to interview.

INTERVIEWING CANDIDATES

League Staff will provide advice on scheduling interviews. We will also contact the candidates and arrange interviews at a time agreeable to the city. League Staff will also provide a selection of questions to ask candidates during the interviews. These questions will allow the Governing Body to determine the management skills, communications style, and financial knowledge of candidates.

WE GUIDE YOU THROUGH THE ENTIRE PROCESS

Before an offer is made, League Staff will help your city with background checks to thoroughly evaluate the final candidates. We will also provide the city with information regarding criminal background checks. Once the city has made a formal offer of employment and has a signed employment contract, the League will notify all candidates that the position has been filled.

EXPERIENCE

The League has the experience of conducting more than 50 LEAPS searches since the program was started in 1998. We know Kansas Municipalities and this experience will provide a service to your city that is both economical and beneficial!



LKM Professional Recruiting Program

LEAGUE OF KANSAS MUNICIPALITIES

QUOTE FOR SERVICES: CITY OF JUNCTION CITY

The quoted price includes all of these services:

Administer Characteristics Profile/Who's Responsible Surveys, which will build consensus and aid in reviewing the City Manager's job description.

Help the City create a job description, which will aid in candidate selection and build a firm foundation for the position.

Conduct a salary survey, which will show what comparable cities are paying City Managers.

Assist the City in drafting an advertisement for the position based on the determined characteristics and job description. The League will place all ads in locations selected by the City and bill the City at the completion of the project for advertising costs.

Review the resumes for compliance with the selected characteristics criteria and job description requirements.

Recommend candidates to the City for the purpose of narrowing the interview process. Assist the City in arranging interviews and preparing interview questions. We provide information on those questions considered appropriate as well as questions that address the selected characteristics criteria.

Check professional references, educational background, and previous employment of final candidate(s).

Provide information to the City regarding criminal background checks.

Notify all candidates after the position has been filled.

Staff time and expenses for up to two trips to Junction City to administer this plan.

TOTAL COST: \$6,901.50



Ten Reasons to Utilize LEAPS

1. YOU SET THE STANDARDS

The League will ask each governing body member to complete a Characteristics Profile Checklist and a Distribution of Responsibility Checklist. This establishes the most important characteristics your community desires in a new manager.

2. WE KNOW KANSAS

For nearly a century, the League of Kansas Municipalities has served cities and counties in the State of Kansas. We understand the type of leaders needed in Kansas communities. We can help you find them.

3. WE PROVIDE A PLANNING SESSION

A League Representative will be available to visit your community, discuss the process, provide guidance, and answer any questions.

4. WE PERSONALIZE THE JOB DESCRIPTION

The League will use the governing body's desired characteristics to establish a job description specifically for your community.

5. WE PROPOSE AN ADVERTISING PLAN

The League will create sample advertisements, suggest potential advertising locations, and provide a fee estimate, but the governing body will have the final say on the city's advertising cost.

6. WE COMMUNICATE WITH THE APPLICANTS

All applicants will send their resumes to the League. We will create a database of the candidates and closely screen each resume for compliance with the advertisement. We will also field the phone calls regarding the application process to provide you with a neutral third-party during the hiring process.

7. WE RECOMMEND THE TOP CANDIDATES

The League will provide a list of the top candidates along with their resumes and interview packets. We include a summary of the applicants and will discuss the advantages and potential concerns of each candidate.

8. WE UNDERSTAND PUBLIC HIRING

We provide guidance on the area of public hiring, which includes the Kansas Open Meetings Act and Executive Sessions. We can also help you create a list of useful interview questions and help you avoid unlawful questions.

9. WE SERVE AS A CLEARINGHOUSE

You can direct all calls from candidates to our office. As a third-party, we will provide a fair and neutral hiring process. The League will also formally notify those candidates who were not successful during the interview process.

10. WE SAVE YOU MONEY

The League offers the executive search service to members for thousands less than executive recruitment firms. We also serve as a neutral advisor exclusively representing cities to assure you get the best candidate for your community.



DISTRIBUTION OF RESPONSIBILITY ♦ WHO IS RESPONSIBLE?

Duties	Citizens	City Commission	City Manager	City Staff	Advisory Boards	Other Groups
Hiring and firing of city personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Setting goals and objectives for city programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Establishing local committees to evaluate programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervising city staff on a day-to-day basis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Orienting new city commission members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decision on city utility service charges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Determining basic needs of the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approving city budgets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Researching information on policy making	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparing the commission agenda	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Developing ideas for improving the community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sharing information about city programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encouraging citizen participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coordinating activities between local agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Coordinating activities between city departments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

From ICMA's *Elected Officials Handbook*

DEFINING THE IDEAL CANDIDATE

Please answer the following questions and send to:

League of Kansas Municipalities

Attn: Michael Koss

300 SW 8th Avenue, Ste. 100

Topeka, KS 66603

(1) How many years of professional experience should the ideal candidate have for this City Management position? _____

(2) Please state the minimum educational requirement for this City Management position? (i.e. masters degree required/preferred, bachelors degree required/preferred) _____

(3) Describe the ideal working relationship between yourself and the successful City Manager applicant? _____

(4) Please provide a short description of the ideal candidate. Describe attributes such as management and communication styles, and any specialized skills the person filling the position will need in order to be successful. _____

League Executive/Administrative Position Search

League of Kansas Municipalities
300 SW 8th Avenue, Ste. 100
Topeka, Kansas 66603-3951
www.lkm.org



LEAPS